

MORTGAGE RECORD 75

assigns, all that tract and parcel of land, situated in Douglas County, Kansas, and described as follows, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of Section eighteen (18) Township Fifteen (15) Range Nineteen (19) containing 160 acres more or less. Buildings on said land to be kept insured against loss by fire, lightning and tornado for not less than \$4000.00 with loss payable to the holder of this mortgage during the continuance of this loan. With the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of good and indefeasible estate of inheritance therein free and clear of all encumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand 00/100 Dollars, according to the terms of a certain real estate bond, this day executed by the said Lewis A. Flora and Sarah S. Flora to the said party of the second part bond due January 15th, 1933 with interest according to the tenor of five interest coupons thereto attached. Principal and interest payable at the Bankers Trust Company, New York City, New York, and subject to 10% interest after maturity. And this conveyance shall be void, if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the party making such sale, on demand to the said first parties or to their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Lewis A. Flora (SEAL)
Sarah S. Flora (SEAL)

Signed, sealed and delivered
in presence of -----

State of Kansas |
Franklin County | SS

Be it remembered, That on this 15th day of January A.D. 1928 before me a Notary Public in and for said County and State came Lewis A. Flora and Sarah S. Flora his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the 15th day of January last above written.

M. Martin
Notary Public

LS
My commission expires on the 24th day of April 1931.

From
N.P. Dodge
To
Lloyd Siroky

RELEASE.

State of Kansas Douglas Co. ss
Filed for record Jan. 13, 1928
At 3:10 P.M.

Ed. Hall Wellman
Register of Deeds

In consideration of the payment of the debt named therein, I hereby release the Mortgage made by Lloyd Siroky to N.P. Dodge on the following described property situate in the County of Douglas and State of Kansas to-wit:

Lot 116 except the North ten feet (10ft.) in Fairfax Addition to Lawrence, Kansas which was recorded on the 19th day of October 1927 in Book 75 of Mortgages at page 130 of the mortgage records of Douglas County, Kansas

Witness my hand this 19th day of November 1927.

Signed and delivered in the presence of
C.W. Kelley
E.I. Warren

N.P. Dodge

State of Nebraska |
County of Douglas | SS

On this 19th day of November A.D. 1927 before me C.W. Kelley a Notary Public duly qualified for and residing in said County personally came N.P. Dodge to me personally known to be the identical person whose name is affixed to the above release maker, and acknowledged the said instrument to be his voluntary act and deed.

Witness my hand and official seal at Omaha in said County, the day and year last above written.

C.W. Kelley
Notary Public

LS
My commission expires Sept 15, 1930.

The Release was written by N.P. Dodge having been filed in full of a duly released mortgage on the 19th day of October 1927 in Book 75 of Mortgages at page 130 of the mortgage records of Douglas County, Kansas.