

MORTGAGE RECORD 76

Reg. No. 1024
Fee Paid, \$ 6.00

FROM

Irvin S. Flory and wife

TO

Watkins National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of
Oct. A. D. 1930, at 10:30 o'clock A. M.

E. L. Falkenstein

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this sixth day of September in the year of our Lord, one thousand nine
hundred and thirty between
Irvin S. Flory and Etta A. Flory, Husband and Wifeof Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Watkins National Bankpart Y of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
Two thousand four hundred forty-three & 07/100 DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

All of the north half of northwest quarter of Section 11, township 14 Range 19 less
160 square rods in Northeast corner and also, commencing at the northeast quarter of
Section 10 Township 14 south of range 19 east of the 5th principal meridian, thence
south 86 2/3 rods; thence West 60 rods, thence north 10 2/3 rods, thence Northeastern-
ly to a point 8 rods east and 60 rods south of the Northwest corner of the Northeast
quarter of the Northeast quarter of said Section 10 thence West 8 rods, thence North
60 rods, thence east 80 rods to the place of beginning; less 183 feet square used for
cemetery, also, commencing at the Northwest corner of the northeast quarter of Section
11 Township 14, Range 19 thence south 80 rods thence east 30 rods, thence North 80 rods
thence West 30 rods to the place of beginning, less north 94 feet also beginning 94 ft.
south of Northwest corner of Northeast Quarter of Section 11, Township 14, Range 19
thence east 495 feet, North 141 feet West 495 feet, north 141 feet to the place of begin-
ning, containing in all, 133 acres, more or less.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.And the said part ies 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
sized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that they warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part ies of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or
assessed against said real estate when the same become due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum
and by such insurance company as shall be specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of
his interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as
herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this
indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.THIS GRANT is intended as a mortgage to secure the payment of the sum of
Two thousand four hundred forty-three &

07/100 DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the sixth day of September 1930
and by these terms made payable to the part Y of the second part with all interest accruing thereon according to the terms of said obligation and also to secure any sum or
sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said
part Y of the first part shall fail to pay the same as provided in this indenture.And the covenants shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created hereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept
up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become
absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately
mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part his heirs or assigns
to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents
and benefits accruing thereon; 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 incident thereto, and the surplus, if any there be, shall be paid by the part ies making such sale, on
demand, to the first part ies.It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend
and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seal s the day and year last
above written.

Irvin S. Flory

(SEAL)

Etta A. Flory

(SEAL)

(SEAL)

(SEAL)

STATE OF KansasCOUNTY OF DouglasBE IT REMEMBERED, That on this 19th day of September A. D. 1930, before me, a

Notary Public in the aforesaid County and State, came

Irvin S. Flory and Etta A. Flory, his wife

Legal Seal

to me personally known to be the same person s 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 day and year last
above written.My commission expires on the 20th day of Jan. 1934

E. L. Falkenstein

Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of
Deeds to enter the discharge of this mortgage of record. Dated this 19 day of Jan. 1934

Mortgagee. Owner.

LOREN CALLAHAN, Clerk of the District Court of Douglas County, Kansas,
do hereby certify that this is a true and correct copy of the mortgage as filed for record in my office, and that the same is duly recorded in my office.

Witness my hand and seal of office this 11th day of September 1930 at Lawrence, Kansas.

Loren Callahan
Clerk District Court.

Notary Public
David A. Beck

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See Book 83 page 187
Assignment