

MORTGAGE RECORD 76

Reg. No. 1418

Fee Paid, \$ 6.25

FROM

Martin D. Flory and wife

TO

Peoples State Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of June A. D. 1931, at 11:40 o'clock A. M.

Gene C. Armstrong

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this twentieth day of June in the year of our Lord, one thousand nine hundred and thirty one between Martin D. Flory and Pearl I. Flory, his wife

of Lone Star in the County of Douglas and State of Kansas
part 1st of the first part, and Peoples State Bank, Lawrence, Kansas

part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Twenty five hundred 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the NE corner of Sec. 1, Tp. 14 Rg. 18; thence South 27 degrees and 10 minutes West, 577 feet; thence South 0 Degrees and 45 minutes East 635 8/10 feet; thence South 76 Degrees and 57 minutes West 57 minutes West, 663 feet; thence North 1313.8 feet to the North line of said Section 1; thence East 897.5 feet to point of beginning, (Said tract is said to be bounded on the East and South sides by road #220), less a tract in the Southwest corner 200 feet North and South on the West side and 150 feet on the North side and 201 feet on the East side and 180 feet on the South side thereof and less another tract 103 feet East and West and 201 feet North and South immediately adjoining said last described tract on the East and also less a tract 200 feet North and South by 130 feet East and West for a church on the East line of said land, the South side of said tract being 150 feet North of the Southeast corner of said land, also less that portion now occupied as a public highway and known as Road #220.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

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

It is agreed between the parties hereto that the part 1st 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 will 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 2nd of the second part, the loan, if any, made payable to the part 2nd of the second part to the extent of 2nd interest. And in the event that said part 1st 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 2nd 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 Twenty five hundred 00/100 DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 20th day of June 1931 and by its terms made payable to the part 2nd 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 2nd 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 1st of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, 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 2nd of the second part of any benefit and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all money 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 2nd of the second part, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provisions of this indenture and of each and every obligation thereon 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 do hereto set their hands and seal on the day and year last above written.

Martin D. Flory

(SEAL)

Pearl I. Flory

(SEAL)

(SEAL)

(SEAL)

STATE OF KansasCOUNTY OF DouglasBE IT REMEMBERED, That on this 20th day of June A. D. 19 31, before me, a

Notary Public in the aforesaid County and State, came

Martin D. Flory and Pearl I. Flory, his wife

Legal Seal to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 22 day of March 1934

T. J. Sweeney Jr.

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 22nd day of August 1932

(Cop. Seal)

Peoples State Bank, Lawrence, Kansas
Mortgage Owner.
By Angus Locking, Pres.

This Release
was written
on the original
Mortgage
entered
this 22nd day
of August,
1932
at Lawrence,
Kans.
Reg. of Deeds.

For Partial Release see Book 89 page 204