

MORTGAGE RECORD No. 79

the Register of Deeds of Douglas County, Kansas, and that said corrected mortgage was recorded April 4, 1927, in Book 67, at Page 578 in the office of the Register of Deeds of Douglas County, Kansas. Affiants hereby acknowledge receipt in full of the above indebtedness of \$900.00 of Japhan J. Hayden, single, to Cyrus W. Flory, and hereby release the said mortgages securing the same, recorded in Book 72 at Page 321, and Book 67 at Page 578 in the office of the Register of Deeds of Douglas County, Kansas.

DATED at Lawrence, Kansas, this 28 day of February, A. D. 1934.

Sarah E. Flory
Sarah E. Flory, a widow

W. O. Flory
W. O. Flory, a son

Jane E. Anderson
Jane E. Anderson, a daughter

Lola M. Smith
Lola M. Smith, a daughter

Myra G. Hanning
Myra G. Hanning, a daughter

Roy Flory
Roy Flory, a son

BE IT REMEMBERED that on this 28 day of February, A. D. 1934, before me W. A. Schaaf, a Notary Public, in and for Douglas County, Kansas, came Sarah E. Flory, W. O. Flory, Jane E. Anderson, Lola M. Smith, Myra G. Hanning, and Roy Flory, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

SUBSCRIBED, ACKNOWLEDGED, AND SWORN TO, before me on the day and year next above written and I have hereto subscribed my name and affixed my official seal.

Legal Seal
My commission expires April 25-1935

W. A. Schaaf
Notary Public.

Recorded Mar. 19, A. D. 1934 at 9:45 A. M.

W. A. Schaaf Register of Deeds

MORTGAGE

THIS INDENTURE, Made this sixteenth day of March, in the year of our Lord one thousand nine hundred thirty four, between James P. Murphy and Ruby E. Murphy husband and wife, in the County of Douglas and State of Kansas, of the first part, and B. O. Hoover, of the second part,

WITNESSETH, That the said parties 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 sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The East half (½) of the Northwest Quarter (¼) and the West Half (½) of the Northeast Quarter (¼) all of Section Two, (2), Township Fifteen (15), Range Seventeen (17), East of the Sixth P. M.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James P. Murphy and Ruby E. Murphy, do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. 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 promissory note this day executed by the said James P. Murphy and Ruby E. Murphy to the said party of the second part; said note being given for the sum of twenty five hundred & 00/100 DOLLARS, dated March 16th, 1934, due and payable in five years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said Mortgagee in the sum of Fifteen Hundred & 00/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable, or not, at the option of the part of the second part; and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law--appraised hereby waived or not, at the option of the part of the second part, his executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part making such sale, on demand, to the said James P. Murphy and Ruby E. Murphy, their heirs or assigns.

Witness: J. A. Kelen.

This place was written on the original mortgage of James P. Murphy and Ruby E. Murphy, in full of the indebtedness of \$900.00 of Japhan J. Hayden, single, to Cyrus W. Flory, and hereby release the said mortgages securing the same, recorded in Book 72 at Page 321, and Book 67 at Page 578 in the office of the Register of Deeds of Douglas County, Kansas.

See No. 2355

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