

## MORTGAGE RECORD 80

Reg. No 190  
Fee Paid, \$ 5.75

Receiving No. 886

FROM

Ira C. Flory and Wife.....TO

TO

Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY. ss.

This instrument was filed for record on the 27 day of June A. D. 1935, at 1:15 o'clock P. M.

By Harold A. Beck Register of Deeds.  
Fred. W. Kahn Deputy.

THIS INDENTURE, Made this 27th day of July, in the year of our Lord, one thousand nine hundred and thirty-five between Ira C. Flory and Fanny C. Flory, his wife

of Baldwin in the County of Douglas and State of Kansas  
parties of the first part, and Lawrence National Bank  
Lawrence, Kansas

WITNESSETH, That the said part 100 of the first part, in consideration of the sum of Twenty-three hundred and no/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:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the West Half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-three (23), Township Fourteen (14), Range Nineteen (19), in Douglas County, Kansas, Containing 120 acres, more or less.

with the appurtenances and all the estate, title and interest of the said part ~~1st~~ 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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

It is agreed between the parties hereto that the primes of the first part shall at all times during the life of this estate, 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 y. of the second part, the loss, if any, made payable to the part y. of the second part to the extent of the interest. And in the event that the primes 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 the taxes and insurance, or other, and the amount so paid shall become a part of the indebtedness, secured by this mortgage, 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-three hundred and no/100 certain written obligation for the payment of said sum of moneys, executed on the 27th day of July 1955 DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of moneys, executed on the 27th day of July 1955 DOLLARS.

and by such terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this Indenture.

shall fail to pay the same as provided in this Indenture.

4. This conveyance 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 if any obligation herein provided for shall remain unpaid for a period of thirty (30) days after 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, together with interest thereon, shall become due and payable, and the obligation herein provided for shall become absolute, and the whole sum remaining unpaid, together with interest thereon, shall become due and payable at the option of the holder hereof.

without notice, and it shall be lawful for the said part \_\_\_\_\_ of the second part \_\_\_\_\_ to take possession of the said premises and all the improvements thereon in the manner provided by law and to have execution appointed to collect the rents 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 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 belong to the said part \_\_\_\_\_.

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 part 108 of the first part have hereunto set their hands and seal S the day and year last above written.

Ira C. Flory (SEAL)

Fanny C. Flory (SEAL)

**(SEAL)**

(SEAL)

STATE OF Kansas

COUNTY OF.....Douglas

• 55

BE IT REMEMBERED, That on this 27th day of July A. D. 1935, before me, a Notary Public in the aforesaid County and State, came

SEAL

..... Ira C. Flory and Fanny C. Flory, 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 day and year last above written.

My commission expires on the 25th day of April 19 39.

W.A. SCHALL

**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 27 day of July, 1938 Bank.

Corp. Seal)

July 1938  
Lawrence National Bank,  
Lawrence, Kansas  
Geo. W. Kienne Cashier  
Mortgagee. Owner.

This Release  
was written  
on the original  
Mortgage  
entered  
this 27 day  
of July  
19 1938  
W. H. B. B.  
Reg. of Deeds  
with Field  
County