

## MORTGAGE RECORD 82

Receiving No. 201

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of March A. D. 1935, At 9:30 A. M.

Reg. No. 39  
Pay. Paid \$4.00By Harold A. Back Register of Deeds.  
Deputy.

THIS INDENTURE, Made this Fourteenth day of January in the year of our Lord nineteen hundred Thirty Five between Rachel C. Flory and L. M. Flory her husband

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Lester Flory of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand Six Hundred Forty and no/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 West Twenty Two and one half (22½) feet of lot Forty Five (45) Rhode Island Street in City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Rachel C. Flory and L. M. Flory 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.

This grant is intended as a mortgage to secure the payment of the sum of One Thousand Six Hundred Forty Dollars, according to the terms of one certain note this day executed and delivered by the said Rachel C. Flory and L. M. Flory to the said party of the second part his heirs and assigns

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost 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 said Rachel C. Flory and L. M. Flory heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Rachel C. Flory (SEAL)

L. M. Flory (SEAL)

STATE OF KANSAS,

County of Douglas, ss. BE IT REMEMBERED, That on this 23d day of February A. D. 1935 before me Bernice Griffis a Notary Public in and for said County and State, came Rachel C. Flory and L. M. Flory, her husband

(SEAL)

to me personally known to be the same persons who executed the foregoing instrument of writing 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 Jan. 30 1939 Bernice Griffis Notary Public.

## RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this day of A. D. 19

Attest: