

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM
TO
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 8 day of January A.D., 1942, At 9:50 A.M.
Harold A. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this First day of January in the year of our Lord nineteen hundred forty two between
E. D. Flory and Rebecca Flory, his wife,
of Overbrook, in the County of Osage, and State of Kansas,
of the first part, and J. W. Valentine
of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eight 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 ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Eleven (11), Township Fifteen (15), Range Seventeen (17), East of the Sixth P.M.

with all the appurtenances, and all the estate, title and interest of the said parties 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 incumbrances

This grant is intended as a mortgage to secure the payment of the sum of Eight Hundred & 00/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part,

to the said party of the second part of even date herewith due in five years from date with interest at 5% per annum payable semi-annually, Privilege to pay \$100.00 or any multiple thereof at any interest payment.

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 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 -- 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 Said parties of the first part their heirs and assigns

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

Signed, sealed and delivered in presence of E. D. Flory (SEAL)
Rebecca Flory (SEAL)

STATE OF KANSAS, } ss.
County of Osage County, } BE IT REMEMBERED, That on this 6th day of January A.D. 1942 before me J. A. Kesler, a Notary Public in and for said County and State, came E. D. Flory and Rebecca Flory his wife,
(NO SEAL) to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.
(AFFIXED) IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year last above written.
My Commission expires July 12, 1943 J. A. Kesler 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 28th day of Jan A.D. 1944
Attest: Overbrook Kansas
Witness J. A. Kesler J. W. Valentine

This Mortgage was written in the original Mortgage entered this 28th day of Jan 1944
Harold A. Beck
Reg. of Deeds