

MORTGAGE RECORD 87

269

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11th day of

June A.D. 1942, At 10:38 A.M.

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 10th day of June in the year of our Lord nineteen hundred forty two between

Clyde T. Flory and Margaret Flory his wife

of Overbrook, RR No. 2 in the County of Douglas and State of Kansas

of the first part, and Myrtle Hoover,

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Two Thousand & 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 her 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 Southeast Quarter ($\frac{1}{4}$) of Section Two (2)
Township Fifteen (15), Range Seventeen (17), East of the Sixth
Principal Meridian,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Clyde T. Flory and Margaret 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 Two Thousand & 00/100

Dollars, according to the terms of

one certain promissory note this day executed and delivered by the said

Clyde T. Flory and Margaret Flory

to the said party of the second part of even date herewith for five years bearing interest at four percent payable annually, privilege to pay \$100.00 or more 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 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 her 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 Clyde T. Flory and Margaret Flory their heirs and assigns

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

Signed, sealed and delivered in presence of

Clyde T. Flory

(SEAL)

Margaret Flory

(SEAL)

STATE OF KANSAS,

County of Osage

ss.

BE IT REMEMBERED, That on this 10th day of June

A.D. 1942 before me J. A. Kesler, a Notary Public in and for said County and State, came Clyde T. Flory and Margaret Flory husband and wife

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

(SEAL)

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 31st day of December A.D. 1943

Attest:

Mrs. Henrietta J. Killey

Myrtle Hoover

301522
as written
in the original
mortgage
entered
this day
of 1943
Harold A. Kesler
Reg. of Deeds