

Receiving No. 27861

MORTGAGE RECORD 91

Reg. No. 4731

Fee Paid, \$21.25

FROM

Warren C. Flory and Wife

TO

I. J. Meade

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

March

A. D. 1946, at 2:35 o'clock P.M.

Harold A. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 26th day of March, in the year of our Lord, one thousand nine hundred and Forty Six, between

Warren C. Flory and Gleniece M. Flory, his wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and I. J. Meade part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of EIGHTY-FIVE HUNDRED TWENTY-FIVE 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 party 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 West half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$), Section Eight (8), Township Thirteen (13), Range Nineteen (19), and the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seventeen (17), Township Thirteen (13), Range Nineteen (19) less Nine (9) Acres more or less South of the Wakarusa River, being Six (6) Acres in the Southeast (SE) Corner and Three (3) Acres in the Southwest (SW) corner; also less 22.3 Acres sold to George Lown. Said deed to George Lown recorded July 6, 1923 in Book 113, Page 391, also less Six (6) Acres off the East side, said Six (6) Acres lying East of the Wakarusa River sold to Chester Kilgore. Said deed to Chester Kilgore recorded March 27, 1920 in Book 107, Page 67, leaving the balance of acreage of 42.7; also all that part of the East one-half (E $\frac{1}{2}$) of the Northwest one fourth (N $\frac{1}{4}$) of Section Seventeen (17), Township Thirteen (13), Range Nineteen (19) lying North of the center of Wakarusa Creek, containing 58.39 Acres, it being the intention to convey and this deed does hereby convey all of the said East One-half (E $\frac{1}{2}$) of the Northwest One-fourth (N $\frac{1}{4}$) of Section Seventeen (17), Township Thirteen (13), Range Nineteen (19) excepting 21.61 acres sold to one Simpson, being a total acreage of 180 Acres all in Douglas County, Kansas.

Second parties to keep buildings on said property insured in some reliable insurance company for \$8800.00 with lost payable clause to I. J. Meade.

with the appurtenances and all the estate, title and interest of the said part 123 of the first part therein.

And the said part 123 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 part 123 of the first part shall at all times during the life of this indenture, 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 his interest. And in the event that said part 123 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 said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, 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 Eighty-Five Hundred Twenty-Five and no/100 DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 26th day of March 19 46 and by these terms made payable to the part Y 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 part Y of the second part to pay for any insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by said part 123 of the first part shall fail to pay the same as provided in this indenture.

And 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 any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when 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, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y 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 a receiver 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 be paid by the part Y of the second part making such sale, on demand, to the first parties.

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 123 of the first part has hereunto set their hand and seal the day and year last above written.

Warren C. Flory

Gleniece M. Flory

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

County of DOUGLAS

ss.

BE IT REMEMBERED, That on this 26th day of March A.D. 19 46, before me, a Notary Public in the aforesaid County and State, came

Warren C. Flory and Gleniece M. Flory, his wife

(SEAL)

to me personally known to be the same person as 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 25 day of April 19 47

W. A. Schaal

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 15 day of Feb 19 55

Mortgagee. Owner.

This release was written on the original mortgage and entered this 15 day of Feb 19 55

Harold A. Beck
Register of Deeds

Deputy