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## MORTGAGE

This Indenture, Made this 17th day of January, in the year of our Lord one thousand nine hundred and Forty-eight between Fred C. Flory and Cora B. Flory, his wife.

of Lawrence, Mo. in the County of Douglas and State of Kansas.

part 100 of the first part, and The Lawrence National Bank, Lawrence, Kansas.

Witnesseth, that the said part 100 of the first part, in consideration of the sum of TEN THOUSAND and no/100 DOLLARS to them, duly paid, the receipt of which is hereby acknowledged, he, she, 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 Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty-Six (36), Township Thirteen (13) South, Range Eighteen (18) East of the Sixth Principal Meridian in Douglas County, Kansas.

also

The East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty-six (36), Township Thirteen (13), Range Eighteen (18) East of the Sixth Principal Meridian in Douglas County, Kansas.

This loan is given as a part of the purchase price of a part of the above described property."

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 of the first part do, they hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

No Exceptions

It is agreed between the parties hereto that the part 100 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 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 said part 100 of the first part shall fail to pay such taxes when the same become due and payable or 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 TEN THOUSAND and no/100 DOLLARS,

according to the terms of certain written obligation for the payment of said sum of money, executed on the day of 19\_\_\_\_, and by the 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 to discharge any taxes with interest thereon as herein provided, in the event that said part 100 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments 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, its agents or assigns, 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 making such sale, on demand, to the first part 100.

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 100 of the first part has, he, she, hereto set their hand and seal on the day and year last above written.

Fred C. Flory  
Cora B. Flory

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

SS.

Be It Remembered, That on this 17th day of January, A. D. 19 46 before me, a Notary Public in the aforesaid County and State, came Fred C. Flory and Cora B. Flory, his wife

to me personally known to be the same person 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

March 18<sup>th</sup> 1950

1950

Howard Wiseman

Notary Public

Recorded January 22, 1948 at 11:15 A. M.

Vassil B. Bick Registrar of Deeds.

Remainder of this instrument is hereby acknowledged as being the true and correct copy of the original instrument, this 23rd day of March, 1948.