

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 21st day of December in the year of our Lord nineteen hundred eleven, between Jerry Lyons and Ora Lyons, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Citizens State Bank of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five Hundred (\$500⁰⁰) 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 part 2^d of the second part to 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 North E. 1/4 of the North East Quarter of the South West Quarter of Section 2 Twenty Six (26) Township Twelve (12) Range Eighteen (18) East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Jerry Lyons and Ora Lyons do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Five Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Jerry Lyons and Ora Lyons to the said part 2^d of the second part payable at the Citizens State Bank, in six months 8% int after date

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 part 2^d of the second part, to 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part 2^d making such sale, on demand, to said Jerry Lyons heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Jerry Lyons [SEAL]
Ora Lyons [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 21st day of December A. D. 1911, before me, C. H. Sparr a Notary Public in and for said County and State, came

Jerry Lyons and Ora Lyons 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 Nov 16 1915

C. H. Sparr

Notary Public.

Filed for Record the 22 day of Dec A. D. 1911, at 3⁰⁰ o'clock 4 M.

Thoyd L. Lawrence Register of Deeds.
Deputy.

This note having been paid in full, this mortgage is hereby released and the same is hereby acknowledged. As witness my hand this 22nd day of December, A. D. 1911.

C. H. Sparr, Notary Public

By C. H. Sparr, Clerk

Register of Deeds

Recorded Mch 10 1913

Thoyd L. Lawrence

Recorded Mch 9 1913

Thoyd L. Lawrence