

# MORTGAGE RECORD.

This Indenture, Made this First day of March in the year of our Lord one thousand nine hundred and thirteen (1913) between Ch Lyon and Lottie Lyon Husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and D. F. Criss, of Auburn, State of Nebraska

WITNESSETH, That the said part two of the first part, in consideration of the sum of Twenty-three Hundred & \$2300.<sup>00</sup> DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha U.S. sold, and by these presents do grant, bargain, sell and mortgage to the said part 2 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: Lot Number One Hundred and forty-four (144) on Tennessee Street in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part...<sup>ies</sup> of the first part therein. And the said

herely covenant and agree that at the delivery hereof they as the lawful owner<sup>s</sup> of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Twenty three Hundred DOLLARS, according to the terms of One certain promissory note... this day executed by the said

to the said part 4 of the second part, said note being given for the sum of Twenty Three hundred DOLLARS,  
dated March first 1913, due and payable in two years, from date  
thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 63 1/2 dollars each thereto  
attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part 4  
of the first part hereby agree to pay all taxes assessed on said premises before any profits or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of Twenty three thousand DOLLARS,  
in some insurance company satisfactory to said mortgagee, in default whereof said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part F of the second part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, lie and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum.

If by default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note...and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part G of the second part, and all sums paid by the part G of the second part for insurance, shall lie due and payable or not, at the option of the part F of the second part; and it shall be lawful for the part F of the second part, its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part G of the second part, its executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part G making such sale, on demand to the said Rafael G. Perez his heirs and assigns.

IN TESTIMONY WHEREOF, The said part 14 of the first part has been hereunto set their hand and seal, the day and year last above written.

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, That on this 3<sup>rd</sup> day of March, A. D. 1913, before me,



Frank E. Zinke, a Notary Public in and for said County and State, came  
to me personally known to be the same person... who executed the foregoing instrument of writing 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.

*Frank E. Banks* Notary Public

My Commission Expires *Nov 8th* 19*17*

Filed for Record on the 6 day of March A. D. 1913 at 2<sup>15</sup> o'clock P.M.  
Hayd L Lawrence Register of Deeds  
 Deput.

Recorded Oct. 1<sup>st</sup> 1918  
Edelle Porter  
 Register of Deeds  
 "Whereas bonds described having been sold to me, this mortgage is hereby released and the same being ~~now~~ cancelled. As Witness my hand this 22<sup>nd</sup> day of April A.D. 1918.  
Edelle Porter  
George Dunsen

Recorded Mehl 7 1946