

continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debts hereby secured immediately due and payable and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns shall be entitled to immediate possession of said premises by receiver or otherwise as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof the said party of the first part have hereunto set their hands the day and year first above written.

Jerry Lyons

Ora Lyons

State of Kansas, County of Douglas, ss. On this 14th day of January A.D. 1913, before me, a Notary Public in and for said County, personally appeared Jerry Lyons and Ora Lyons, husband and wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed. Witness my hand and official seal the day and year last above written.

My commission expires June 5th 1913. (SEAL) Henry G. Parsons, Notary Public.

RECORDED JANUARY 17, 1913 AT 11:02 A.M.

Floyd L. Lawrence
Register of Deeds.

THIS MORTGAGE, Made this 31st day of December 1912 by Jerry Lyons and Ora Lyons, husband and wife, of the County of Douglas and State of Kansas, party of the first part to the Rafter Farm Mortgage Company, a corporation under the laws of Kansas, located at Holton, Jackson County, Kansas, party of the second part,

WITNESSETH, That said party of the first part, in consideration of the sum of Five Hundred Dollars to them in hand paid, the receipt of which is hereby acknowledged do by these presents Grant Bargain, Sell and Convey unto the said party of the second part, its successors or assigns, the Real Estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to-wit: All of the Southeast quarter and the south $56\frac{1}{2}$ acres of the northeast quarter of section 2 township 12 range 19, containing $216\frac{1}{2}$ acres. To Have and to Hold the same Forever, Provided, however, that whereas the said party of the first part have this day, for value received, executed and delivered to the said The Rafter Farm Mortgage Company, twenty negotiable promissory notes, each for the sum of twenty-five dollars, due respectively in 6-12-18-24-30-36-48-54-and 60 months and each succeeding 6 months after Jan 1 1913, with interest from maturity at the rate of ten per cent per annum, each payable to its order at its office in Holton Kansas. When all of said notes shall have been fully paid, then this mortgage shall be cancelled at the cost of the said party of the first part. If any one of said notes be not fully paid at maturity thereof, then all of said notes then unpaid shall be due and payable and bear interest at the rate of ten cent per annum, as provided by said

*for Release see Book 62 Page 425
(for assignment see Book 51 Page 518)*