

MORTGAGE RECORD NO. 55.

This Indenture, Made this 18th day of December in the year of our Lord
Written hundred eight, between Jerry Lyons and wife
Ora Lyons of the County of Douglas
Douglas and State of Kansas, of the first part, and

R. J. Lyons, of Minneapolis, Minnesota of the second part:
 WITNESSETH, That the said parties of the first part, in consideration of the sum of

Sixty nine hundred and ninety 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 party 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:

The Southwest quarter of Section Twenty four, and the Northwest
quarter of Section Twenty five, in Township Twelve, Range Eighteen,
East of the Sixth P.M., containing three hundred and twenty acres
more or less

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

parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner S. of the premises, above granted,

and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage for

ten thousand dollars in favor of the Bankers Life Insurance Company of Nebraska

This Grant is intended as a Mortgage to secure the payment of the sum of

Sixty nine hundred and ninety Dollars

according to the terms of two certain Notes this day executed

and delivered by the said parties of the first part to the said party of the second part

or order

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 party of the second part, executors, administra-

tors 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 party making such sale, on demand, to said

heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal S
 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 29 day of December A. D. 1916, before me,

Ord. Klingman a Notary Public in and for said County and State, came

Jerry Lyons and wife Ora Lyons to me personally known to be

the same person S. 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 May 27th 1917 Ord. Klingman Notary Public.

Filed for Record the 30th day of Dec. A. D. 1916 at 3:15 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Charles H. Hager Deputy.

For Release See Book 57 Page 393
 For Assignment See Book 57 Page 394