State of Kansas, Shawnee, County, ss. Be it remembered, that on this 7th day of February 1920, beforeme, the under-signed, a Notary Public in and for the County and State aforesaid, came C. Woodward, Sec y of The Merriam Mortgage Company, a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation. In witness whereof, I have hereunto subscribed my name and affixed my official seal, the day and year last above written. E. E. Lindblade, Notary Public.

Commission expires January 21st, 1922. (L.S.)

Recorded Feb. 11, 1920. • At 11:20 o'clock A.M.

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This indenture, Made this 5th day of February in the year of our Lord nineteen This indenture, Made this 5th day of February in the year of our Lord mineteen Hundred and Twenty by and between Jerry Lyons and Ora Lyons, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and The Merriam Mortgage Company, party of the second part; Witnesseth, That the said parties of the first part, in consideration of the

sum of Twenty Thousand Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Fargain, Sell and convey unto the said party fof the second part, its successors and assigns, all of the following described real gestate, situated in the County of Douglas and State of Kansas, to wit: druch

The Northwest Quarter of Soction Twenty Five (25) and the Southwest Quarter of Section Twenty Four (24); all in Township Twelve (12), Range Eighteen (16), East of the Sixth Principal Meridian.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of home-stead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part 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 acted. all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomscever.

Provided, always, and these presents are upon the following agreements, covenants and conditions, to wit: First. That the parties of the first part are justly indebted to the party of

the second part in the sum of Twenty Thousand Dollars, according to the terms of one certain mortgage note of even date herswith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of March, 1927, to the order of the said party of the second part with interest thereon at the rate of 6 per cent. per annum, payable semi-annually, on the first days of March and September in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at National Bank Of Commerce, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent. interest

after maturity. Second. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Fifteen Hundred Dollars, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and del-iver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may incure said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered, with interest at ten per cent., in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels. Fourth. That in case of default of any of the covenants or agreements herein

contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the poss-ession of said preperty, by a receiver or otherwise, as it may elect.

Fifth. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this mortgage is held by a non-resident of the State of Kansas upon this mortgage or the debt secured hereby;