

MORTGAGE RECORD NO. 60

year of our Lord

in the County of

of the second part:

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DOLLARS,

grant, bargain,

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The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby

released and the lien thereby created discharged.

As witness my hand this 19th day of September A.D. 1923

Notary Public

Attest:

(Seal)

D. B. Asher

This Indenture, Made this Third day of March in the year of our Lord one thousand nine hundred and twenty three between Jerry Lyons and Ora Lyons his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and National National Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Seventy-five Hundred 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 its 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 southeast quarter of section 2, less one acre off the southeast corner for school house and the south sixty-one acres of the northeast quarter of section 2, less three acres off the northeast quarter for cemetery, all in Township 13 Range 19

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

Jerry Lyons and Ora Lyons hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a certain mortgage of fifteen thousand dollars to the Kansas Cattle Joint Stock Land Bank. This Grant is intended as a Mortgage to secure the payment of the sum of

Seventy-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 party of the second part

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 its 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 party making such sale, on demand, to said Jerry Lyons and Ora Lyons their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jerry Lyons (SEAL)
Ora Lyons (SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 5th day of March A. D. 1923, before me,

D. B. Asher

a Notary Public in and for said County and State, came

Jerry Lyons and Ora Lyons his wife

L. S.

to me personally known to be

the same person who executed the foregoing instrument and duly acknowledged 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 March 20 1924

D. B. Asher

Notary Public.

Filed for Record the 5th day of Mar. A. D. 1923 at 9 o'clock A. M.

D. B. Asher

Register of Deeds

Deputy.