

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Aug. 7, 1923.

(L.S.)

Ethel Huff,
Notary Public, Douglas County, Kansas.

Recorded May 31, 1922,
At 10:00 o'clock A.M.

Edwin Duffie,
Register of Deeds,
Joseph Buckner
Deputy.

KANSAS REAL ESTATE MORTGAGE.

In Consideration of Twenty-Thousand and No/100 Dollars Jerry Lyons and Ora Lyons, his wife of Lawrence, Douglas County, State of Kansas, mortgagors, hereby grant, bargain, sell, convey and mortgage unto The Liberty Joint Stock Land Bank of Kansas City, Missouri, a corporation organized and existing under an Act of Congress of the United States of America known as the Federal Farm Loan Act, with its principal office in the City of Kansas City, in the County of Jackson, State of Missouri, mortgagee, the following described real estate situated in Douglas County, Kansas, to-wit:

The East Half (E $\frac{1}{2}$) Of Section Thirty-four (34),
Township Twelve (12), Range Nineteen (19), Less
Commencing 1 rod West of North East corner of said
Section; thence South 58 rods; thence West 39 rods;
thence South 45 rods; thence West 40 rods; thence
North 103 rods; thence East 79 rods to beginning,
all East of 6th principal Meridian and containing
Two Hundred Eighty (280) Acres, more or less.

The mortgagors represent that they have fee simple title to said land, free and clear of all liens, and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors Jerry Lyons and Ora Lyons, his wife are justly indebted unto said mortgagee in the principal sum of Twenty Thousand and no/100 Dollars, for a loan thereof made by said mortgagee to said mortgagors and payable with interest at the rate specified in and according to the tenor and effect of the certain promissory note executed by said mortgagors, of even date herewith, payable to the order of said bank, both interest and principal being payable on an amortization plan in 66 equal semi-annual installments, the first installment being due on November First A.D. 1922 and a like sum due semi-annually thereafter on the 1st day of May and November of each year according to the terms and conditions of said note, by which the entire principal and interest shall be fully paid, all on the amortization plan and in accordance with the amortization tables provided by the Federal Farm Loan Board, together with interest at the rate of eight percent, per annum on any installment of principal or interest or unpaid part of principal which shall not have been paid when due. Both principal and interest being payable at the office of The Liberty Joint Stock Land Bank, in Kansas City, Missouri. If said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Kansas, upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien; and further to pay any recording fee or tax or assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of this mortgage, or the collection of said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments of charges and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten percent, per annum from date of such advancement, and this mortgage shall be a further lien for the repayment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or assigns, in a sum not less than Four Thousand Two Hundred Dollars, payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste, and to take out policies of insurance - fire, tornado, or both - should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent, per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Said mortgagors hereby assign to The Liberty Joint Stock Land Bank all rents and incomes derived at any and all times from the property mortgaged to secure said note, and hereby authorize the said bank, at its option, to take charge of said property, collect and receipt for all rents and income, and apply the same on all payments, insurance premiums, taxes, assessments, repairs or improvements necessary to keep the property in tenable condition or other charges provided for in said note, provided said amortization payments are in arrears. This assignment of rents and income to continue in force until the amount of this mortgage is fully paid.

*For Payment Due 03th 77 - 67 - 593
For Release see Book 83 page 145*