

KANSAS REAL ESTATE MORTGAGE.

In Consideration of Fifteen 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 KANSAS CITY 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 Kansas City, in the County of Jackson, State of Missouri, mortgagee, the following described real estate situated in Douglas County, Kansas, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Two (2), Township Thirteen (13), Range Nineteen (19), less school lot fifteen (15) rods north and South by sixteen (16) rods east and west in the Southeast corner of said section, containing one and one-half (1 $\frac{1}{2}$) acres; also less the right-of-way as taken for the St. Louis, Lawrence and Denver Railway Company, but conveying grantors interest in said right of way; also commencing at a point on the east line of the Northeast Fractional Quarter of Section Two (2), Township Thirteen (13), Range Nineteen (19), Ninety-five (95) rods south of the Northeast corner of said fractional quarter section; thence South on said section line to the Southeast corner of said fractional quarter section; thence West on the South line of said fractional quarter section one hundred sixty (160) rods to the Southwest corner of said fractional quarter section; thence North on the West line of said fractional quarter section to a stake ninety-five (95) rods South of the Northwest corner of said fractional quarter section; thence East and parallel with the North line of said fractional quarter section one hundred sixty (160) rods to place of beginning, containing 60.86 acres, more or less, less a tract three (3) chains wide north and south by 9.25 chains long east and west out of the Northeast corner of the tract above described, used as a cemetery, containing in all 216.14 acres, more or less.

The mortgagors represent that they have fee simple title to the 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 Fifteen 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 sixty-six semi-annual installments, the first installment being due on December first A.D. 1922 and a like sum due semi-annually thereafter on the 1st day of June and December of each year according to the terms and conditions of said note, by which the entire principle 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 per cent. per annum on any installment of interest or principle or un-paid part of principle which shall not have been paid when due. Both principle and interest being payable at the office of Kansas City Joint Stock Land Bank, in Kansas City, Mo. If said mortgagors shall pay the aforesaid indebtedness, both principle 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; other wise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied with in 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 any 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 the lien of this mortgage, or the collection of the 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 or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent. annum from date of such advancement, and this mortgage shall be a further lien for the repayment thereof.

Assignment, ss 85-300

*By Mortgagee See 136 74 Cy. 873 -
See where see book 84 pg 152*