

STATE OF KANSAS, DOUGLAS COUNTY, MO. 1924

FROM  
 Jerry Lyons et al  
 TO  
 Watkins Natl. Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 24th day of  
 Jan. A. D. 1924, At 2:25 P. M.  
 By *Isa E. Wellman* Register of Deeds  
*Joe Wellman* Deputy.

THIS INDENTURE, Made this twenty fourth day of January, in the year of our Lord, one thousand nine hundred and twenty four, between  
 Jerry Lyons and Ora Lyons, his wife

of Lawrence in the County of Douglas and State of Kansas  
 part 1st of the first part, and Watkins Natl. Bank, Lawrence, Kansas. part y of the second part.

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of  
 Three Thousand no/ DOLLARS, to them duly paid, the receipt of  
 which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part,  
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Southwest quarter (SW4) of section twenty four (24) Township twelve (12) Range  
 eighteen (18) and the northwest quarter (NW4) of section twenty five (25) Township twelve (12) Range  
 eighteen (18) all in Douglas County State of Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do 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 first mortgage of twenty thousand dollars (\$20,000.00)

and that they will warrant and defend the same against all persons making lawful claim thereon.

It is agreed between the parties herein that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum as may be specified and directed by the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in this indenture.

And the covenants shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without action, and it shall be lawful for the said part y of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part 1st of the first part to the said part y of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part 1st of the first part has hereunto set their hand and seal the day and year last above written.

Jerry Lyons (SEAL)

Ora Lyons. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
 COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 24 day of Jan. A. D. 1924, before me, a Notary Public in the aforesaid 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 the execution of the same.

IN WITNESS WHEREOF, I have herunto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires on the 13 day of April 1925 Dick Williams. Notary Public.

The following is endorsed on the original instrument.

# RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 12 day of November 1924

Recorded Nov. 12 1924 of Corp Seal.

Watkins Natl. Bank - Mortgage Owner.  
 C. H. Inker, Pres.

*Isa E. Wellman*