

Reg. No. 2451  
Fee Paid, \$4.50

## MORTGAGE RECORD-73

RECORDING BY TOPICS 57115

## FROM

John L. Lyon and wife

## TO

The Kansas State Bank, Overbrook, Kansas.

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 27<sup>th</sup> day of  
July, A. D. 1934, at 2:35 o'clock A. M.*Edw. E. Armstrong*

Register of Deeds.

By \_\_\_\_\_, Deputy.

THIS INDENTURE, Made this 25th day of May, 1934, in the year of our Lord one thousand nine hundred thirty four, between John H. Lyon and Dora R. Lyon his wife

in the County of Douglas, and state of Kansas, of the first part, and  
The Kansas State Bank, Overbrook, Kansas,

of the second part,

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of  
Eighteen Hundred & 00/100 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 part 2<sup>d</sup>. of the second part, its successors 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 West half (1/2) of the Northwest Quarter, (1/4) and the Northwest Quarter of the Southwest Quarter,  
(NW 1/4 SW 1/4), all in Section Twenty Five (25), Township Fourteen (14), Range Eighteen (18), East of the  
Sixth P. M.

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

John H. Lyon and Dora R. Lyon,

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 all encumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a MORTGAGE to secure the payment of the sum of Eighteen Hundred &amp; 00/100 DOLLARS, according to the terms of one certain promissory note, this day executed by said John H. Lyon and Dora R. Lyon,

to the said part 2<sup>d</sup>. of the second part.  
Said note being given for the sum of: eighteen Hundred & 00/100 DOLLARS,  
dated May 26th, 1934, due and payable in two years, year from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note, and coupons attached thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part 1<sup>st</sup>. of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of \_\_\_\_\_ DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the said part 2<sup>d</sup>. of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 2<sup>d</sup>. of the second part, and all sums paid by the part 2<sup>d</sup>. of the second part for insurance, shall be due and payable or not, at the option of the part 2<sup>d</sup>. of the second part; and it shall be lawful for the part 2<sup>d</sup>. of the second part to successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part 2<sup>d</sup>. of the second part, its successors or assigns, or to assign; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part 2<sup>d</sup>. making such sale, on demand, to the said John H. Lyon and Dora R. Lyon, their heirs and assigns.IN TESTIMONY WHEREOF, The said part 1<sup>st</sup>. of the first part have hereunto set their hands and seals, the day and year last above written.

Signed, sealed and delivered in presence of

John H. Lyon (SEAL)

Dora R. Lyon (SEAL)

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 26th day of May, A. D. 1934, before me the undersigned,  
a Notary Public in and for Osage County and State of Kansas, John H. Lyon and Dora Lyon, his wife

Legal Seal

(Seal)

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal, on the day and year last above written.

My Commission Expires May 8, 1935

Edw. H. Platt

Notary Public.

(My commission expires May 8, 1935, 1935)

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby

THIS FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT

March 19 1938

Received on satisfaction of the original instrument of the sum of Eighteen Hundred & 00/100 Dollars, in full satisfaction of the within Mortgage. Kansas State Bank, Overbrook, Kansas.  
(Copy - Seal)

This Release was written on the original

This Release was written on the original mortgage entered this 28 day of May 1938.  
Dora R. Lyon  
Reg. of Deeds  
Dora R. Lyon  
Deputy