

MORTGAGE

THIS INDENTURE, Made this 30th day of December in the year of our Lord one thousand nine hundred thirty-six between Birdie Lyman and G. C. Lyman, her husband in the County of Douglas and State of Kansas, of the first part, and The Ancient Order of United Workmen of Kansas of the second part.

WITNESSETH, That the said part of the first part, in consideration of the sum of Seventy-seven Hundred and no/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 party 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 south half of lot 42, Massachusetts Street, City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Birdie Lyman and G. C. Lyman, her husband 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 indefensible estate of inheritance therein, free and clear of all incumbrances, 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 Seventy-seven Hundred and no/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said Birdie Lyman and G. C. Lyman, her husband to the said party of the second part; said note being given for the sum of Seventy-seven Hundred and no/100 DOLLARS, dated December 30th, 1936 due and payable in five year from Jan 1, 1937 date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons there-to attached, and as is hereinafter specified. And the said parties 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 Seventy-seven Hundred and no/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties 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 ten 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, their executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law—appraisal hereby waived or not, at the option of the party of the second part, their executors, administrators, or assigns; 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 overplus, if any there be, shall be paid by the part making such sale, on demand, to the said Birdie Lyman and G. C. Lyman, her husband heirs or assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Birdie Lyman
G. C. Lyman

State of Kansas, Sedgwick County, ss.

BE IT REMEMBERED, That on this 2nd day of January 1937, A.D. 19 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Birdie Lyman and G. C. Lyman, her husband to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Daisy M. Welboon

(N. P. SEAL) (My commission expires May 14, 1938)

Recorded January 9, 1937 at 10:35 A.M.

Harold A. Beck Register of Deeds.

(The following is endorsed on the original instrument recorded in Book 59, page 585)

Receiving No. 3660

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That The Shawnee State Bank a corporation of Shawnee County in the State of Kansas, the within named mortgagee, in consideration of the sum of One Dollar and other valuable consideration and 100 DOLLARS to it in hand duly paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Citizens State Bank Topeka Kansas, its successors and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and the covenants therein contained; To have and to hold the same forever; subject, nevertheless, to the conditions therein contained. without recourse

IN WITNESS WHEREOF, The said mortgagee has hereunto set its hand, this 2nd day of March, 1937
The Shawnee State Bank
By D. V. Elmore, Executive Vice President

(CORP. SEAL) STATE OF KANSAS, Shawnee COUNTY, ss.

BE IT REMEMBERED, That on this 2nd day of March, A.D. 1929 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came D. V. Elmore, Executive Vice President, The Shawnee State Bank to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

F. P. Elmore
Notary Public

(SEAL) (My commission expires June 27, 1931)

Recorded January 9, 1937 at 10:40 A.M.

Harold A. Beck Register of Deeds.

6, 794, 92 Received by Birdie Lyman and G. C. Lyman, her husband the within named mortgagee, the sum of \$77.00, satisfaction of the within Mortgage Deed, dated December 30th, 1936, in favor of the Ancient Order of United Workmen of Kansas, of the first part, and Birdie Lyman and G. C. Lyman, her husband, of the second part.

This receipt was written on the original mortgage, signed this 2nd day of January, 1937.
Harold A. Beck
Reg. of Deeds
Lawrence, Kan.