

Transcript in Book 88 Page 69

1. Mary Ellen Simmons, Clerk of the District Court, Douglas County Mo., do hereby certify that a judgment of the District Court in the above entitled cause is recorded as in and to the effect of the foregoing in the records of the District Court at St. Joseph, Mo., on the 10th day of March, 1906. Witness my hand this 10th day of July, 1916.

Recorded in Journal 24, at page 136.

Record this record Clerk of District Court

Morris, his wife; (being of lawful age) of the County of Douglas and State of Kansas, of the first part
 and ---The Liberty Life Insurance Company, of Topeka, Kansas, of the second part,
 Witnesseth, That the parties of the first part, in consideration of the sum of \$9000.--
 Nine Thousand-- Dollars, to them in hand paid, the receipt whereof is hereby acknowledged have sold
 and by these presents do grant bargain sell and convey to the said party of the second part, its successors
 heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, State
 of Kansas, described as follows, to-wit:
 The North East Quarter of Section No. Four (4) Township No. Twelve (12) Range No. Eighteen

(18)----- with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons.

This grant is intended as a mortgage to secure the sum of \$9000.00 -- Nine Thousand dollars, and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto, executed by the said Parties of the first part-- payable to The Liberty Life Insurance Company, of New York, City, New York, semi-annually on the first day of January and July in each year. The Parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings and said property insured for \$1500. in some approved Insurance Company, payable in case of loss, to the mortgagee or assignee, and deliver the policy to the mortgagee, as collateral security thereto.

to the mortgage, as collateral security thereto.

Now if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments as provided or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due the said first parties agree to pay to said second party or its assigns, interest at the rate of ten per cent per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be and not exceed the legal rate of ten per cent per annum but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if by default be made in keeping up the insurance as above provided, and may recover for all such payments, with interest at ten per cent per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, its executors administrators or assigns, at any time thereafter to sell the premises hereby granted or any part thereof, in the manner prescribed by law, Appraisement Waived or not at the option of the part-- of the second part, and out of the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Neta Morris , Seal
Wayne H. Morris, Seal

Sigma Morris. (seal)
William J. Morris (seal)
Wilma A. Morris (seal)
Howard O. Morris (Seal)

State of Kansas, County of Douglas, ss:

State of Kansas, County of Douglas, ss;
Be It Remembered That on this 14 day of Jan. A.D. 1925 appeared before me, a Notary Public, in and for said County and State, Howard C. Morris & Wilma S. Morris & Wayne H. Morris and Neta Morris, to me personally known to be the same persons who executed the foregoing mortgage, and duly acknowledged the execution thereof.

the execution thereof. In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

J. W. Kreider,
Notary Public.

L.S.
My Commission expires Jan. 3th 1926.

State of Michigan, County of Wayne, ss;

Be It Remembered That on this 6th day of January, A.D. 1925 appeared before me, a Notary Public in and for said County and State William J. Morris and Sigma Morris, his wife, to me personally known to be the same persons who executed the foregoing mortgage, and duly acknowledged the execution thereof,

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

Irene A. Brungart.
Notary Public.

L.S.
My Commission expires Feb. 7, 1927.

From Citizens State Bank
To - Merchants Loan & Adv. Bk.

ASSIGNMENT

State of Kansas, Douglas Co. ss;
This instrument was filed for record
Jan. 17th 1925 at 4:00 PM.

By Lois E. Wickman _____ Register of Deeds
 Deputy.

FOR VALUE RECEIVED we hereby sell, transfer and assign to Merchants Loan & Savings Bank, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by W.A. Dunmire and Lada A. Dunmire to Citizens State Bank, which mortgage is recorded in Book 65 of Mortgages Page 169, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, I have set my hand this 14th day of January 1925.

The Citizens State Bank.
By A.F. McClanahan.
Vice President.

Corp Seal.