

MORTGAGE RECORD 67

35

ASSIGNMENT

From
Flora Myers
To
The Ingelside Association.

State of Kansas Douglas County, ss;
This instrument was filed for record on
the 9th day of Feb. 1925 at 9:15 AM.

Joel E. Wellman
Register of Deeds

By *Joel Wellman* Deputy.

The following is endorsed on original instrument Book 25 Page 354-
KNOW ALL MEN BY THESE PRESENTS, That Flora Myers, Shawnee County, in the State of Kansas, the within named mortgagee in consideration of One Dollar and other consideration to her in hand paid the receipt whereof is hereby acknowledged does hereby assign, transfer set over and convey unto The Ingelside Association, of Topeka Kans. heirs and assigns the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained,
To Have and To Hold The Same Forever, Subject nevertheless, to the conditions therein named
In Witness Whereof, The said Mortgagee has hereunto set her hand this 1st day of July 1924.

Executed in presence of
Edith G. Beck.

Flora Myers.

State of Kansas
Shawnee County, ss.

Be It Remembered, That on this --- day of July 1, 1924 A.D. 19--- before me E.E. Lindblade a Notary Public in and for said county and State came Flora Myers 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 subscribed my name and affixed my official seal on the day and year last above written.

E.E. Lindblade.
Notary Public.

L.S.
My Commission expires January 21st 1926.

From
Delta Chi Fraternity.
To
Peoples State Bank.

MORTGAGE

State of Kansas Douglas County, ss;
This instrument was filed for record
on the 10th day of Feb. 1925 at 11:45 AM.

Joel E. Wellman
Register of Deeds.

By *Joel Wellman* Deputy.

THIS INDENTURE made this 9th day of February, in the year our Lord, One Thousand Nine Hundred Twenty-five, between Kansas Chapter Delta Chi Fraternity of Lawrence, Kansas, party of the first part, and the Peoples State Bank of Lawrence, Kansas, party of the second part:
WITNESSETH, That the said party of the first part, in consideration of the sum of Forty-Four Hundred Dollars (\$4400)00 to it duly paid, the receipt of which is hereby acknowledged, has sold and by this indenture does grant bargain, sell, mortgage to the said party of the second part the following described real estate situated and being in the County of Douglas, and State of Kansas, to-wit:

Beginning at the Southeast corner of the Northeast quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 36, Township 12, Range 19, Douglas County, Kansas; running thence West Sixteen (16) rods thence North Twelve (12) rods; thence East sixteen (16) rods; thence South Twelve (12) rods to point of beginning, less thirty three (33) feet on the East and South sides thereof, now occupied by roadway.

with appurtenances and all the estate, title and interest of said party of the first part; and the said party of the first part does hereby agree that at the delivery hereof, it is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritances therein, free and clear of all incumbrances and that it will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 becomes due and payable, and that it will keep the buildings now or hereafter constructed upon said real estate duly insured against fire and tornado in such sum and by such insurance, as shall be specified and directed by the party of the second part; the loss, if any, made payable to the party of the second part to the extent of its interest, and in the event that said party of the first part shall fail to pay such taxes when the same becomes due and payable and to keep said premises insured as herein provided, then the party of the second part may pay said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture and shall bear the same rate of interest provided for in the note evidencing such indebtedness.

This Grant is intended as a mortgage to secure the payment of the sum of --Forty-Four Hundred Dollars (\$4400) evidenced by one certain note of this date maturing February 9, 1926, and any renewal thereof for any balance due as more specifically set out in a written contract this day executed by the party of the first part and delivered to the party of the second part; It is understood that this indenture and said written contract of even date herewith and the note, together with any renewals, shall be taken and held to be one document and shall be read and interpreted as such.

When the full amount of said indebtedness shall be paid by the first party to the second party in harmony with said note and its renewals and the said memorandum of contract heretofore specified, then this obligation to become void and the party of the second part is to duly release the same and cause release to be entered of record, if this indenture shall at the time be recorded and this indenture and the said note or any renewals thereof and the said contract shall be surrendered to the party of the first part.

In Witness Whereof, the party of the first part by its governing body has authorized its President to execute for it and in its name this indenture and authorized its secretary to duly attest the same.

Corp Seal.
Attest:
Donald G. Isett.
Secretary.

(Signed) Kansas Chapter Delta Chi Fraternity.
By --J. Frank Pigg "A"
President.

*For Release
See Book 67
Page 627*