

MORTGAGE RECORD 67

BANK OF KANSAS CITY STATIONERY CO. KANSAS CITY, MO. 64114

The following is attached to the original instrument in book 60 page 555

ASSIGNMENT

FROM  
Irving E. Pellet

TO  
Bertha May Boyer

State of Kansas, Douglas County, ss  
This instrument was filed for  
record on this 15 day of April  
A. B. 1925, at 8:20 o'clock A.M.

*Geo E. Willman*  
Register of Deeds  
By *Geo E. Willman* Deputy

KNOW ALL MEN BY THESE PRESENTS:

That Irving E. Pellet of Jackson County, in the State of Missouri the within named mortgagee, in consideration of the sum of Five hundred Dollars to me in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Bertha May Boyer her heirs and assigns, all the right, title and interest in 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 contained. IN WITNESS WHEREOF, The said mortgagee has hereunto set his Hand this 6th day of March, 1925.

EXECUTED IN PRESENCE OF  
Adolph Lots Jr.

Irving E. Pellet

STATE OF MISSOURI  
COUNTY OF JACKSON.

BE IT REMEMBERED, That on this 6th day of March A. D. 1925, before me, the undersigned, a Notary Public in and for said County and State, came Irving E. Pellet who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person duly acknowledged the execution of the same.

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

L. S.

E.A. Ernst

Term expires Aug 20th 1927.

Notary Public Jackson Co., Mo.

MORTGAGE

FROM, The Chi Omega Fraternity a corp.

TO, The Central Trust Co.

State of Kansas, Douglas County, ss  
This instrument was filed for  
record on this 15<sup>th</sup> day of April  
A. B. 1925, at 10:15 o'clock A. M.

*Geo E. Willman*  
Register of Deeds  
By *Geo E. Willman* Deputy

THIS INDENTURE, Made this 31st day of March in the year of our Lord, nineteen hundred and twenty-five, by and between THE CHI OMEGA FRATERNITY, a corporation, of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST CO., party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of TWENTY NINE HUNDRED FIFTY & NO/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL, CONVEY and WARRANT unto the said party of the second part, its successors and assigns, all of the following-described real estate, situated in County of Douglas and State of Kansas to-wit:

Commencing at the Southeast corner of Lot Numbered Ten (10) in University Heights, as shown by Plat filed July 1st, 1909, in the office of the Register of Deeds of Douglas County, Kansas; thence North to the North line of Lot Numbered Nine (9) in said University Heights; thence West One Hundred Twenty (120) feet; thence South to the South line of said Lot Numbered Ten (10); thence East to the place of beginning, being the East One Hundred Twenty (120) feet of said Lots Numbered Nine (9) and Ten (10) in said University Heights.

To have and to hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance except a certain mortgage of even date herewith for \$29,500, due June 1, 1935.

Provided, Always, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their certain promissory note in writing to said party of the second part, for the sum of \$2950.00, payable in ten equal installments of \$295.00 each on the first days of June and December of each year after the date thereof until fully paid, with interest at ten per cent per annum after maturity, until payment, both principal and interest payable at the office of THE CENTRAL TRUST CO., Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of services of THE CENTRAL TRUST CO. in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid, when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents become due and payable at the option of said party of the of the second part, and said party of

Reg. Fee.  
No. 311

P.C. # 725

Filed June 19, 1925  
State of Kansas  
Register of Deeds  
Douglas County  
This instrument was filed for record on this 15th day of April A. B. 1925, at 10:15 o'clock A. M.  
By Geo E. Willman Deputy