

SMALL BOOKWORTH STATIONERY CO. KANSAS CITY MO 64114

ASSIGNMENT
From Watkins National Bank
TO Sol Marks
State of Kansas, Douglas County, ss;
This instrument was filed July 22, 1925 at 2:20 P.M.

(The following is endorsed on original instrument Book 69 Page 54)
FOR VALUE RECEIVED, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Sol Marks,--

Corp Seal.
State of Kansas
County of Douglas
ss,
Watkins National Bank
C. H. Tucker, Prest.

Be It Remembered That on this 22d day of July A.D. 1925 before me, the undersigned a Notary Public in and for said County and State, came C. H. Tucker, Prest of the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment. In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

A. F. Flinn
Notary Public
L.S.
My Commission expires April 10, 1927.

MORTGAGE.
From Beta Gamma House Ass'n
TO Central Trust Co.
State of Kansas Douglas Co. ss;
This instrument filed July 24th, 1925 at 4:45 P.M.

This Indenture, Made this 26th day of May in the year of our Lord, nineteen hundred and twenty-five, by and between--THE BETA GAMMA HOUSE ASSOCIATION, 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 two Hundred 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:

Lots Numbered Two Hundred Fourteen (214) Two Hundred sixteen (216) and Two Hundred Eighteen (218) on Louisiana Street, in the City of Lawrence, Kansas.

To Have and To Hold the Same, Together with all and singular the tenements, hereditaments thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance except a certain mortgage of even date herewith for \$22,000.00 maturing 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 \$2200. payable in ten equal installments of \$220. 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 the 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 by wholly discharged and void; and otherwise shall remain in full force and effect. 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 maybe assessed and levied against said premises or any part thereof, are not paid when the same are due 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 the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, or any unpaid taxes or any insurance premiums and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

The Terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

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

The Beta Gamma House Ass'n a Corporation
By A. Harry Bennett, Pres.

Corp seal.
Attest: Homer P. Smith, Sec'y
State of Texas,
Wichita County

Be It Remembered That on this 30 day of June A.D. 1925 before me, the undersigned a Notary Public, in and for the County and State aforesaid, came A. Harry Bennett, President of The Beta Gamma House Association, a Corporation to me personally known to be such officer and to be the same person who as such officer executed the within instrument of writing and duly acknowledged the execution

Rec No. 935
Fee Paid 5.00
I have paid the amount of \$5.00 for the recording of this instrument on the original instrument.
This instrument was recorded on the 24th day of July 1925.
By the Notary Public, A. F. Flinn.