

MORTGAGE RECORD 67

331

state of Missouri }
Jackson County, } SS

Be it remembered, That on this 9th day of October A.D. 1924 before me George Horn a Notary Public in and for said county and state came Walter B. Slack 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.

IS
My Commission expires March. 14, 1928.

George Horn.
Notary Public

From
Hattie E. Jones
To
Rumsey Brothers.

ASSIGNMENT.

State of Kansas, Douglas Countyss
This instrument was filed for record Apr. 12, 1926. At 3:45 P.M.

Geo. E. Williamson
Register of Deeds.

FOR VALUE RECEIVED, I hereby sell, transfer and assign to Rumsey Bros all my right title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Hattie E. Hazard to Walter B. Slack, which mortgage is recorded in Book 80 of Mortgages, Page 576, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, I have hereunto set my hand this 12th day of April, 1926

State of Kansas)
Douglas County,) ss; Be it Remembered That on this 12 day of April 1926, before me, a Notary Public, in and for said County and State, came Hattie E. Jones to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written,
L.S.

My Commission expires April 10, 1927.

A. F. Fliem
Notary Public.

From
George H. Simmons et al
To
State Savings Bank.

MORTGAGE

State of Kansas, Douglas County, ss
This instrument was filed for record Apr. 16, 1926. At 9:56 A.M.

Geo. E. Williamson
Register of Deeds.

This Indenture, Made this 2nd day of April, in the year of our Lord one thousand nine hundred and twenty six by and between George H. Simmons and Ellen Belle Simmons (his wife) of the county of Douglas and State of Kansas, parties of the first part and the State Savings Bank, Topeka, Kansas, a corporation party of the second part:

Witnesseth, That the said parties of the first part for and in considerations of the sum of Nine Hundred Dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part and to its successors and assigns, forever all of the following described real estate lying and situated in the County of Douglas and State of Kansas, to-wit:

The north fifty (50) acres of the north one hundred (100) acres of the northwest quarter of section two (2) Township twelve (12) Range sixteen (17) east in Douglas County, Kansas.

To Have and To Hold, the Same, With all and singular the hereditaments and appurtenances thereunto in anywise appertaining and all rights of homestead exemption, and every contingent right or estate therein, unto the said party of the second part and to its successors and assigns forever. 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 and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever; the intention being to convey an absolute title in fee to said premises.

Provided Always, And this instrument is made, executed and delivered upon the following conditions to-wit:

First, Said grantors are justly indebted unto the said party of the second part in the principal sum of nine hundred Dollars, lawful money of the United States of America being for a loan thereof, made by the said party of the second part to the said grantors and payable according to the tenor and effect of their certain First Mortgage Real Estate note, no. 3717 executed and delivered by the said grantors bearing date April 2, 1926 payable to the order of The State Savings Bank, Topeka, Kansas in installments as follows: \$50.00 January 1, 1927 and \$50.00 semi-annually thereafter, and \$500.00 January 1, 1931 after date at its office in Topeka, Kan. with interest thereon from date until maturity at the rate of seven per cent per annum payable semi-annually on the first days of July and January in each year and ten per cent per annum after maturity or default, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said The State Savings Bank, Topeka, Kansas at its office in Topeka, Kansas.

Second, Said first parties agree that in addition to securing the other sums mentioned herein, that this mortgage shall also stand as security for any, and all additional sums up to five hundred dollars that may be loaned or advanced to first parties by second party; and upon the maturing of the present indebtedness for any cause the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure.

Reg. No. 1662
Fee Paid 2.25

The instrument is not in the original instrument. The instrument is in the hands of the State Savings Bank, Topeka, Kansas. The instrument is in the hands of the State Savings Bank, Topeka, Kansas. The instrument is in the hands of the State Savings Bank, Topeka, Kansas.