

MORTGAGE RECORD 67

451

A Notary Public in and for said county and state came C.H. Tucker Prest. Watkins Nat'l Bank 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.

LS
My commission expires May 21, 1927.

E.F. Huddleston.
Notary Public.

From (The following is endorsed on the original instrument, book 69, page 142)
C.H. Tucker ASSIGNMENT.
To Lone Star State Bank.

State of Kansas, Douglas co. ss
This instrument was filed for record
Oct. 20, 1926, At 2:45 P.M.

John E. McMillan
Register of Deeds.

For value received, the undersigned owner of the within mortgage does hereby assign and transfer the same to Lone Star State Bank.

State of Kansas }
County of Douglas } SS

C.H. Tucker

Be it remembered, That on this 17th day of November, A.D. 1926 before me the undersigned a Notary Public in and for said county and state came C.H. Tucker 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.

LS
My commission expires April 10, 1927.

A.F. Flinn
Notary Public.

From Arthur Fritzel MORTGAGE.
To Bankers Mtg. co.

State of Kansas, Douglas co. SS
This instrument was filed for record
Oct. 21, 1926, At 10:30 A.M.

John E. McMillan
Register of Deeds.

This Indenture, Made October 15, 1926 by and between Arthur Fritzel and Minnie M. Fritzel his wife of the county of Douglas, State of Kansas, parties of the first part, and The Bankers Mortgage Company of Topeka, Kansas, party of the second part:

Witnesseth That said parties of the first part, in consideration of the sum of Eight Thousand and no/100 Dollars paid by the said party of the second part the receipt whereof is hereby acknowledged do hereby sell and convey unto the said second party its successors or assigns the following described real estate, situated in the county of Douglas and state of Kansas, to-wit

The southeast quarter of the north east quarter of the south west quarter of section one (1) and the west half of the west half of the south west quarter of the north west quarter of the southeast quarter of section one (1) Township 13, range 19.

The debt secured by this mortgage is further secured by a sixteen Thousand Dollar (\$16,000) Savings Bond in the Bankers Mortgage Company of Topeka, Kansas, No ---and is agreed that any default of any payments due on said bond shall be a breach of the conditions of this mortgage and shall entitle the holder thereof to foreclose the same. Of section ---in Township --- Range --- of the sixth principal meridian, containing in all ---acres according to Government Survey.

To Have and To Hold, said premises with all appurtenances thereunto belonging unto the said party of the second part its successors or assigns forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its successors or assigns forever, against the claims of all persons and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Provided Always, And this instrument is executed and delivered upon the following conditions: First, That said parties of the first part shall pay or cause to be paid to the party of the second part its successors or assigns, Eight Thousand and no/100 (\$8000.00) Dollars on the first day of September, 1926 with interest thereon payable monthly from October 15, 1926 according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of The Bankers Mortgage Company of Topeka, Kansas and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the state of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal then the mortgagors herein shall pay only so much of such taxes and assessments, as added to the interest herein and in said note contracted shall equal ten per cent on the principal of the debt hereby created and secured.

Third, Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party its successors or assigns, insurance policies on the buildings thereon in companies to be approved by the second party, its successors or assigns for not less than \$8000.00 with National Board Standard Mortgage Clause attached in favor of the second party its successors or assigns as their interest may appear and shall keep the buildings and other improvements in good repair and condition.

Fourth, It is understood and agreed that if said insurance is not promptly effect or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party its successors or assigns (whether electing to declare the whole mortgage due and collectible

2126
20.00

John E. McMillan
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby terminated.
As witness my hand this 21st day of October, A.D. 1926
John E. McMillan
Register of Deeds.