

From
Lee J. Yoder
To
N.P. Dodge

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Nov. 26, 1926. At 8:40 A.M.

Geo E. Wellman
Register of Deeds.

This Indenture, Made and executed this twelfth day of November, A.D. 1926 by and between Lee J. Yoder of Lawrence, Kansas and Elizabeth Yoder his wife party of the first part and N.P. Dodge of Omaha, Douglas County, Nebraska party of the second part.

Witnesseth, That the said party of the first part for and in consideration of One Hundred Seventy six (\$176.00) Dollars paid by said party of the second part the receipt whereof is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain sell and convey unto said party of the second part the following described real property situate in the County of Douglas and state of Kansas, to-wit:

Lot thirty (30) in Fairfax Addition to Lawrence as surveyed, platted and recorded, together with all the tenements, hereditaments and appurtenances to the same belonging and all the estate, title, dower right of homestead, claims and demands whatsoever of the said party of the first part of, in or to said premises or any part thereof; and said party of the first part does hereby covenant that said party of the first part is lawfully seized of said premises that said premises are free from incumbrance except first mortgage for \$900.00 and that said party of the first part will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

Provided Always, and these presents are upon these conditions:

Whereas, said party of the first part has executed and delivered to the said party of the second part one promissory note for \$176.00 bearing interest at six per cent (6%) per annum payable June 1, and December 1st of each year. Payments on principal to be made at the rate of \$1.00 weekly in advance. and whereas, the party of the first part has agreed to keep the buildings, if any, upon said premises, insured in some company or companies approved by said party of the second part for the sum not less than ---Dollars and deliver to said party of the second part the policy or policies containing a clause with the loss payable to said party of the second part or assigns and has agreed to pay all taxes and assessments against said premises before the same by law become delinquent, and has agreed that if said party of the first part does not provide such insurance, or fails to pay all taxes as aforesaid, then said party of the second part, or holder hereof may pay such insurance and taxes or either of them, and all amounts so paid by said party of the second part shall bear interest at the rate of ten per cent per annum from the date of payment, and this mortgage shall stand as security therefor and said sum may be added to the amount of the mortgage debt and the same recovered as a part thereof. Now, if the said party of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned with interest thereon according to the tenor and effect of said note and shall keep said buildings insured as aforesaid and shall keep all taxes and assessments paid and shall duly keep, and perform all the other covenants and agreements herein contained, then these presents to be null and void. But if said sum of money or any part thereof, or any interest thereon is not paid when the same is due, or if said buildings shall not be kept insured as aforesaid, or if the taxes and assessments against said premises are not paid at or before the time the same become by law delinquent or if said party of the first part shall fail to keep and perform any covenants herein contained the holder hereof shall have the option to declare the whole of said indebtedness due and payable at any time after such failure or default and may maintain an action at law or equity to recover the same and the commencement of such action shall be the only notice of the exercise of said option required.

And it is further provided and Agreed, That the said Mortgagor shall and will pay all taxes levied upon this mortgage or the debt secured thereby together with any other taxes or assessments which may be levied under the Laws of Nebraska, against said mortgage or the legal holder of the said principal note on account of this indebtedness.

In Testimony Whereof, We have hereunto set our hands the date above written.

In Presence of

Lee J. Yoder
Elizabeth Yoder

State of Kansas }
County of Douglas } ss

On this 15th day of November A.D. 1926 before me a Notary Public in and for the said county personally came the above named Lee J. Yoder and Elizabeth Yoder his wife who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and notarial seal the date last aforesaid.

LS
My commission expires on the Feb. 12th day of February
A.D. 1926.

R.E. Stevens
Notary Public.

From

H.L. Wood

ASSIGNMENT

To

Equitable Sav. Life Ins. Co

State of Kansas, Douglas co. ss
This instrument was filed for record
Dec. 1, 1926. At 9:00 A.M.

Geo E. Wellman
Register of Deeds.

Know all Men by These Presents, That I, H.L. Wood in consideration of value received, do hereby assign to The Equitable Life Insurance Co. all my right, title and interest in a certain Mortgage given to secure a note of \$1600.00 together with two interest coupons of \$88.00 each attached thereto, executed by Samuel Buchheim and Christena Buchheim his wife.

Dated the 24th day of March 1923, and recorded in book 64 Page 83 of Records of Mortgages of Douglas County, Kansas.

The real property covered by said Mortgage is situated in Douglas County, Kansas, and described as follows, to-wit: The east half of the northwest quarter of section 3 Township 13 range 18, east of the 6th P.M.

In Witness Whereof, I have hereunto set my hand this 27th day of November, 1926.

State of Kansas }
County of Bourbon } ss

H.L. Wood

Be it remembered, That on this day of --- A.D. 1926 before me a Notary Public

For Release see Book 77 - Page 327