

MORTGAGE RECORD 67

535

From
Carrie Shaw
To
Arthur L. Marks

ASSIGNMENT

State of Kansas Douglas co. ss
this instrument was filed for rec-
ord Feb. 14, 1927. At 11:05 A.M.

Register of Deeds.

For Value Received, I hereby sell, transfer and assign to Arthur L. Marks of Lawrence, Kansas
all my right title and interest in and to a certain mortgage and the indebtedness secured thereby,
made and secured thereby, made and executed by F.W. Kingsbury & wife to me, which mortgage is recorded
in Book 58, of Mortgages Page 265 in the office of the Register of Deeds in Douglas County, Kansas.
In Witness Whereof, I have set my hand this 14th day of February 1927.

State of Kansas
County of Douglas

Carrie Shaw
BY Arthur L. Marks her attorney-
in fact.

Be it remembered, That on this 14th day of February 1927 before me a Notary Public in and for
said county and state came Carrie Shaw by Arthur L. Marks, her attorney in fact to me personally known
same. IN Witness Whereof, I have hereunto set my hand and affixed my official seal the day and
year last above written.

LS
My commission expires 30th March, 1928.

Jennie Watt
Notary Public.

From
H.E. Westerhaus
To
Pioneer Mtg. Co

MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument was filed for record
Feb. 23, 1927. At 11:05 A.M.

Register of Deeds

This Indenture, Made this 21st day of February A.D. 1927 by and between H.E. Westerhaus and
Margie Westerhaus his wife of the county of Douglas and state of Kansas, parties of the first part and
the Pioneer Mortgage Company, a corporation organized under the laws of Kansas of Topeka, State of
Kansas, party of the second part.

Witnesseth: That the said parties of the first part in consideration of the sum of Thirteen
Thousand and no/100 Dollars, to them in hand paid the receipt whereof is hereby acknowledged do by these
presents, Grant, Bargain, sell and convey unto the said party of the second part its successors and
assigns, all of the following described real estate situated in the county of Douglas and state of
Kansas, to-wit: The east half of the southwest quarter and lot three (3) of section twenty seven (27)
Township twelve (12) Range twenty one (21) east of the sixth principal meridian and contain-
ing one hundred thirty eight (138) acres more or less.

To Have and To Hold the same with all and singular the hereditaments and appurtenances thereunto belong-
ing or in anywise appertaining and all rights of homestead exemption 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 cov-
enant 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, and its successors and assigns, forever, against the lawful claims of all persons
whomsoever.

Provided, Always, And these presents are upon the following agreements, covenants and
conditions to-wit:

First, That the parties of the first part are justly indebted to the party of the second part
in the sum of Thirteen Thousand and no/100 Dollars according to the terms of one certain mortgage note
of even date herewith executed by said parties of the first part in consideration of the actual loan of
the said sum, and payable to the order of the said party of the second part with interest thereon from
March 1st, 1927 at the rate of 5 1/2 per cent per annum, payable on the first day of March and September
in each year according to the terms of interest notes therunto attached; both principal and interest
and all other indebtedness accruing hereunder being payable in lawful money of the United States of
America at the office of The Pioneer Mortgage Company in Topeka, Kansas, and all of said notes bearing
ten per cent interest after maturity.

Second, That the parties of the first part agree to keep all fences, buildings and improv-
ements on the said premises in as good repair as they are at the date hereof; to permit no waste of
any kind; to keep all the buildings which are now or hereafter be upon the premises unceasingly insured
to the amount of \$3000.00 in insurance companies acceptable to the party of the second part with pol-
icies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver
to it, with satisfactory mortgage clauses all the policies of insurance on said buildings and to pay
all insurance premiums when due. In case of loss, it is agreed that the party of the second part may col-
lect the insurance moneys or may deliver the policies to the said parties of the first part for collec-
tion. At the election of the said party of the second part, the insurance moneys shall be applied either
on the indebtedness secured hereby or in re-building.

Third, That the party of the second part may make any payments necessary to remove or
extinguish any prior or outstanding title, lien or incumbrance, on the premises hereby conveyed and
may pay any unpaid taxes or assessments charged against said property, and may insure said property if
default be made in the covenant to insure, and if suit shall be filed for the foreclosure of this
mortgage, may have the abstract of title extended from the date of record of this mortgage to the date
of filing such foreclosure suit, at the expense of the parties of the first part; and any sums so paid
shall become a lien upon the above described real estate and be secured by this mortgage and may be re-
covered with interest at ten per cent in any suit for foreclosure of this mortgage. In case of foreclo-
sure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be
sold together and not in parcels.

Fourth, That in case of default of any of the covenants or agreements herein contained,
the rents and profits of the said premises are pledged to the party of the second part as additional
and collateral security for the payment of all the indebtedness secured hereby, and the said party of
the second part is entitled to the possession of said property by a receiver or otherwise as it may elect.

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