

MORTGAGE RECORD 67

543

From
Central Trust Co
To
Equitable Life Assurance Co.

ASSIGNMENT.

State of Kansas, Douglas Co. ss
This instrument was filed for record
Feb. 19, 1927. At 2:15 P.M.

Jas. E. Wellman
Register of Deeds

The following is endorsed on original instrument Book 70, Page 25)
For Value Received, the Central Trust Co. hereby assigns the within Mortgage and the
debt secured thereby to The Equitable Life Assurance Society of the United States New York N.Y. February
17, 1927.
corp. seal

The Central Trust Co.

By--F.D. Merriam--Vice President.

State of Kansas: }
Shawnee County } SS

Be it remembered, That on this 17th day of February 1927 before me the undersigned a Notary
Public in and for the county and state aforesaid came F.D. Merriam Vice Pres. of The Central Trust Co.
a corporation to me personally known to be such officer and the same person who executed the foregoing
assignment of mortgage on behalf of said corporation and he duly acknowledged the execution of the same
as his free act and deed as such officer and the free act and deed of said corporation.
In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day
and year last above written.

IS
Commission expires January 21, 1930.

E.E. Lindblade
Notary Public.

From
Lula Deay
To
Ottawa Mortgage co.

MORTGAGE

State of Kansas, Douglas County, ss
This instrument was filed for record
Feb. 18, 1927. At 2:30 P.M.

Jas. E. Wellman
Register of Deeds.

This Indenture, Made this 12th day of February in the year of our Lord one thousand nine
hundred and twenty seven between Lula Deay and Bert Deay her husband of Baldwin in the county of Douglas
and state of Kansas, parties of the first part and The Ottawa Mortgage Company, a corporation under the
laws of Kansas, located at Ottawa, Franklin County, Kansas, party of the second part;
Witnesseth, That the said parties of the first part in consideration of the sum of \$500.
Five Hundred Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by
these presents do grant, bargain, sell and Mortgage to the said party of the second part its successors
and assigns, forever, all that tract or parcel of land situated in the county of Douglas and state of
Kansas described as follows, to-wit:

The east thirty (30) acres of the west fifty (50) acres of the south one half ($\frac{1}{2}$) of
the southwest one fourth ($\frac{1}{4}$) of section eighteen (18) Township fourteen (14) Range twenty one (21)
in Douglas County, Kansas. With all the appurtenances and all the estate title and interest of the
said parties of the first part therein. 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 encumbrances.

First party hereby agrees to keep both fire and tornado policies of insurance on the build-
ings on said premises in some company or companies approved by said second party for the benefit of
said second party or assigns, in the sum of not less than \$1500.00 Dollars each, and shall deliver the
policies to said second party and should said first party neglect so to do the legal holder hereof
may effect such insurance and recover of said first party the amount paid therefor with interest at
ten per cent per annum, and this mortgage shall stand as security therefor.

This grant is intended as a Mortgage to secure the payment of the sum of \$500.00 Five Hund-
red Dollars according to the terms of a certain mortgage note or bond this day executed by the said
parties of the first part and payable on the 12th day of February 1932 to the order of said second
party with interest thereon according to the tenor thereof, payable semi-annually according to the
terms of ten interest notes attached and all of said notes bearing ten per cent interest after due.
Both principal and interest being payable in lawful money of the United States of America at the office
of the Ottawa Mortgage Company, in Ottawa, Kansas, And this conveyance shall be void if such payment
be made as herein specified. But if default be made in such payment, or any part thereof, or interest
thereon, or if the taxes on said land are not paid when the same become due and payable, or if the in-
surance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair
or if the improvements are not kept in good condition, or if waste is committed on said premises.
Then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become
due and payable at the option of the holder hereof; and it shall be lawful for said party of the second
part its successors and assigns, at any time thereafter to take possession of the said premises and all
improvements thereon, and receive the rents, issues and profits thereof and to sell the premises here-
by granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such
sale to retain the amount then unpaid of principal and interest together with the costs and charges of
making such sale and the overplus, if any there be, shall be paid by the party making such sale, on
demand, to the said first parties or their heirs and assigns.

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

Witnesses:--

Lula Deay
Bert Deay

State of Kansas }
Douglas County } SS

Be it remembered, That on this 17 day of February A.D. 1927 before me a Notary Public
in and for said county and state came Lula Deay and Bert Deay her husband to me personally known to
be the same persons who executed the foregoing instrument 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 January 13th, 1929

Wm. F. Holliday
Notary Public.

File No. 2345
Feb. 1-23

Recorded Sept. 1-1928
Jas. E. Wellman
Register of Deeds
Copy Sent

The following is certified by the original instrument:
The mortgage instrument was duly recorded in full and the
same is hereby acknowledged by the parties thereto on the
day of February 1927 at Ottawa, Franklin County, Kansas.
Jas. E. Wellman
Register of Deeds