

## 551

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64111

### ASSIGNMENT.

The following is endorsed on the original instrument - Book 63, Page 296.

State of Kansas, Douglas co. ss  
This instrument was filed for record  
Mch. 10, 1927. At 11:20 A.M.

Isa E. Williams  
Register of Deeds

Know All Men By These Presents, That The Edgerton State Bank Edgerton, Kansas Johnson county  
 in the state of Kansas, the within-named mortgagee in consideration of Five Hundred Dollars to them in  
 hand paid the receipt whereof is hereby acknowledged do hereby sell, assign, transfer, set over and  
 convey unto Ed Strenz heirs and assigns, the within mortgage deed, the real estate conveyed and the  
 promissory note, debts and claims thereby secured and covenants therein contained.  
 To Have and To Hold, the same forever, Subject nevertheless to the conditions therein named.  
 In Witness Whereof, The said mortgagee have hereunto set its hand this 10 day of July, 1926:  
 Executed in presence of

Edgerton State Bank  
Chas L. Cristler, Ass't cashier

State of Kansas  
Johnson County

Be it remembered, That on this 10 day of July 1926 before me W.F. Fraun a Notary Public in and for said county and state came Chas L. Cristler Ass't cashier, Edgerton state Bank 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.

LS  
My commission expires Aug. 8, 1927.

W.F. Braun --Notary Public.  
Notary Public

MORTGAGE.

Aetna Bldg. &amp; L. Ass'n.

State of Kansas, Douglas co. ss  
This instrument was filed for record  
Mch. 9, 1927. At 1:30 P.M.

Isa E. Wells  
Register of Deeds

Know All men by these presents, That Donald F. Clark and Katherine Clark his wife, and Edwin Lawrence Clark, a single man, (grantors) of the county of Douglas and state of Kansas for and in consideration of the sum of Seven Hundred Dollars in hand paid by The Aetna Building and Loan Association of Topeka, Kansas (grantee) do hereby sell and convey unto the said The Aetna Building and Loan Association and its successors or assigns the following described premises, situated in the county of Douglas and State of Kansas, to-wit:

The south sixty five (65) feet of Lots sixty seven (67) and sixty nine (69) on Grove street Baldwin City, Kansas.

To have and to hold the above granted premises, with all the improvements thereon, and appurtenances thereto, unto the said Grantee and its successors forever, together with the said premises, and all the appurtenances thereto, unto the said Grantee and its successors forever, clear from any and all encumbrance, and that they have a good right and lawful authority to convey and mortgage the same and that they will warrant and defend the title thereto against the lawful claims of any and all persons whomsoever.

The Conditions of this Mortgage are such, That whereas the said grantors are the owners of 1-2/5 shares of installment stock of the said The Aetna Building and Loan Association and do hereby transfer and assign said shares of stock to said Association as additional security for the aforesaid indebtedness and hereby covenant, promise and agree to do and perform all things which the by-laws of said association require of its shareholders and borrowers and do hereby further promise to pay to said association on said shares and loan the sum of eight and 05/100 Dollars per month on or before the twentieth day of each and every month until the said shares shall reach matured value of five hundred dollars per share, according to the provisions of the By-laws, and in accordance with the terms of a certain promissory note, executed by the said Grantors, and reading in words and figures as follows:

FIVE HUNDRED DOLLAR REAL ESTATE MORTGAGE (NON-NEGOTIABLE)

FIRST MORTGAGE REAL ESTATE NOTE (NON-NEGOTIABLE)

In consideration of Seven Hundred Dollars, borrowed money, the receipt whereof is hereby acknowledged, We promise to pay to The Aetna Building and Loan Association of Topeka, Kansas the sum of Seven Hundred Dollars with interest thereon from date payable in installments of eight and 05/100 Dollars per month, being the interest on said borrowed money in the amount of Four and 65/100 Dollars as well as the dues on 1-2/5 shares of installment stock of said association in the amount of Three and 50/100 Dollars both interest and dues, as aforesaid being payable at the office of the said Association in Topeka, Kansas, on or before the twentieth day of each and every month until the said shares shall have attained full matured value of five hundred dollars per share, in accordance with the by-laws of said association and in case of default in the payment of interest or dues, or any part thereof at the stated times, or failure to comply with any of the conditions or agreements contained in the First Mortgage on Real Estate given to secure the payment thereof then this note shall immediately become due and payable at the option of the legal holder hereof and shall after such default bear interest at the rate of 10% per annum. Appraisement waived. Dated at Baldwin City, Kansas the 28th day of February 1927.

Edwin Lawrence Clark.

Donald F. Clark  
Katherine Clark

And the said Grantors for themselves and their heirs, executors, administrators and assigns, hereby further promise and agree that if at any time the above, described real estate be not occupied by the then owner thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said The Aetna Building and Loan Association to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation, the balance, if any, to be turned over to the legal owners of said real estate.

Now, if the said Grantors their heirs, executors, administrators or assigns, shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines if any, on said stock, and shall keep said premises insured against fire and tornado in an amount