

MORTGAGE RECORD 75

From D. Coen Byrn ASSIGNMENT S tate of Kansas, Douglas County, SS.
This instrument filed for record Aug. 4, 1927
At 10:25 A. M.

To Sylvester S potts

The following is indorsed on the original instrument Book 69, page 623.

For value received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to S ylvester S potts

S tate of Kansas)
SS:
County of Douglas)

D. Coen Byrn

BE IT REMEMBERED, that on this 4th day of August A. D. 1927 before me, the undersigned, a Notary Public in and for said County and S tate, came D. Coen Byrn, the mortgage 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 Jan 25 1930

Geo. W. Fuhs
Notary Public

From MORTGAGE State of Kansas, Douglas County, SS.
This instrument filed for record Aug. 16, 1927
At 3:27 P. M.

John B. Gage et ux

To Northwestern Mutual Life Ins. Co.

Geo. E. Wellman
Register of Deeds

2826-
#62.50

THIS INSTRUMENT, Made the ninth day of August, A. D. 1927. between John B. Gage and Marjorie E. Gage, his wife, of the City of Kansas City, County of Jackson, and State of Missouri, parties of the first part, the Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, and having its principal place of business at Milwaukee, Wisconsin, party of the second part: WITNESSETH, That the said parties of the first part, in consideration of Twenty-five thousand 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, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to wit:

The south half of the southeast quarter, the south half of the southwest quarter, and the west nine and fifty-four one-hundredths acres of the north half of the south west quarter of section eleven, township thirteen north, range twenty east. The Northwest quarter of the of the northwest quarter of section thirteen, in township thirteen north, of range twenty east. Also the north half of the northeast quarter, the south half of the northeast quarter, the northwest quarter the north half of the southeast quarter, the north twenty acres of the east fractional half of the southwest quarter of section fourteen, township thirteen north, of range twenty east. Also five acres of land in the west fractional half of the southwest quarter of said section fourteen, described as follows: Commencing at the northeast corner of the west fractional half of the southwest quarter of section fourteen and running thence west on the half section line to the center of the ravine near the northwest corner of said west fractional half of said southwest quarter; thence in a southeasterly direction down the center of said ravine to the center of the Wakarusa Creek; thence in a northeasterly direction down the center of said creek to the east line of said west fractional half of said quarter section; thence north to place of beginning. The above described tracts contain in the aggregate six hundred thirty-four acres, more or less, subject to public easement for highways as now located. Together with the privileges and appurtenances to the same belonging and all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns, forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever.

CONDITIONED, HOWEVER, That if John B. Gage, one of said parties of the first part, his heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part its successors or assigns, at the office of said party of the second part in the City of Milwaukee, Wisconsin, the sum of Twenty-five thousand dollars with interest, according to the terms of a promissory note bearing even date herewith executed by John B. Gage, one of the said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than Six thousand dollars and against tornadoes to the amount of not less than Three thousand dollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens; and upon demand by said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, otherwise to remain in full force.