

MORTGAGE RECORD 75

The following is endorsed on the original instrument. Book 74 Page 146

From Watkins Nat'l Bank
To Sol Marks

ASSIGNMENT.

State of Kansas, Douglas Co. ss
Filed for record Oct. 8, 1927.
At 12:05 A.M.

Lin F. Williams
Register of Deeds

For Value Received, the undersigned owner of the within mortgage does hereby assign and transfer the same to Sol Marks .

Watkins National Bank
Dick Williams—V. Pres.

State of Kansas I
County of Douglas SS

Be it remembered, That on this 8th day of Oct. A.D. 1927 before me the undersigned a Notary Public in and for said county and State came Dick Williams, V. Pres. Watkins National Bank the mortgagee named in the foregoing mortgage to be 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.
A.F. Flinn
Notary Public
My commission expires April 10, 1931.

From A.E. Ice et al
To The Topeka, State Bank

MORTGAGE.

State of Kansas Douglas Co. ss
Filed for record Oct. 10, 1927.
At 9:05 A.M.

Lin F. Williams
Register of Deeds

2969
13.75

This Indenture Made this 1st day of October 1927, between A.E. Ice and Linna F. Ice his wife, of Shawnee County in the State of Kansas, of the first part, and The Topeka State Bank, a corporation, of Shawnee County in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of 550 Fifty five Hundred and no/100 Dollars the receipt of which is hereby acknowledged do by these presents Grant, Bargain, Sell and convey unto the said party of the second part its heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas to-wit:

The south half (1/2) of the southwest quarter (SW 1/4) of Section sixteen (16). The south Half (1/2) of the Northwest Quarter (NW 1/4) of section Twenty one (21). The south sixty (60) acres of the southeast quarter of Section Seventeen (17). Also, commencing at the Northeast Corner of the Northeast Quarter of Section Twenty (20), then running South along the east line of said Northeast Quarter of Section Twenty (20), 66 rods and 4 feet; thence west to the Center of Wakarusa Creek; thence Northeasterly with center of said creek to the North line of said Northeast Quarter (NE 1/4) of said section Twenty (20); thence East with said North line to place of beginning, Also the west one-fourth of the southwest Quarter (SW 1/4) of Section Twenty one (21); Also a right-of-way 14 feet in width along the west side of the North half (1/2) of the Northwest Quarter (NW 1/4) of section Twenty one (21) aforesaid and along the east side of Wakarusa Creek through the North half (1/2) of the southwest Quarter (SW 1/4) of Section Sixteen (16) aforesaid to a point about 15 rods south of the North line of said Southwest Quarter (SW 1/4) of section Sixteen (16) and from that point in a Northeasterly direction to a point on said North line about ten (10) Rods East of center of said creek, all being in Township Thirteen (13), South of Range Eighteen (18) East of the Sixth Principal Meridian, containing Two Hundred and seventy-four (274) acres more or less.

To Have and To Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

Provided, Always, And these presents are upon this express condition, that whereas, said A.E. Ice and Linna F. Ice his wife have this day executed and delivered Eleven certain promissory notes in writing to said party of the second part of which the following is a description.

Eleven notes, all dated October 1st, 1927 due Five (5) years from date, payable to and at The Topeka State Bank, Topeka, Kansas, for \$500.00 each, with interest as stated in the original note.

(signed) A.E. Ice
Linna F. Ice.

Now, If said parties, of the first part shall pay or cause to be paid to said party of the second part its heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of the same; and keep the buildings erected and to be erected upon the lands above conveyed insured against loss or damage by fire, in at least the sum of 5000 Dollars and by insurers, and at some insurance office to be approved by said party of the second part and assigns the policy and certificates thereof to the said party of the second part, (and in default of said insurance, it shall be lawful for said party of the second part to affect such insurance, and the premium or premiums paid for effecting the same, together with the costs and charges incident thereto, with interest thereon at the rate of — per cent per annum from the date of payment thereof until paid, shall be a lien upon said mortgaged premises, added to the amount of said obligation and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of this mortgage) then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof or any part thereof or any interest thereon is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed or levied against said premises or any part thereof are not paid when the same are by law made due and payable; and if said insurance is not effected, and the policy and certificates are not assigned, as aforesaid; then, and upon default of these provisions and covenants, or any or either of them, the whole of said sum or sums and interest thereon shall, and by these presents, become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part further agree upon default of the above covenants and conditions, or any or either of them, to pay the sum of — and /100 Dollars, for the mortgage or --- assigns, as attorney's fees for foreclosure of this mortgage which sum shall be a lien upon said premises, added to the amount of said obligation, and secured by these presents, and

Rem. on Oct. 29 - 1927
State of Kansas
Register of Deeds
#5500 is the following as endorsed on the original instrument. Oct. 24th 1927
Account of A.E. Ice and Linna F. Ice (his wife) the within named
mortgagee for the sum of Fifty five hundred and no/100 Dollars.
Full description of the within mortgage is in Topeka State Bank
copy. By Earl D. Snyder President