

MORTGAGE RECORD 75

From M.S. Brown
To Merchants L. & S. Bank

ASSIGNMENT.

State of Kansas, Douglas Co. SS
Filed for record Oct. 12, 1927
At 8:50 A.M.

Geo. E. Williams
Register of Deeds

For Value Received, I hereby sell, transfer and assign to The Merchants Loan and Savings Bank, all my right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by F.V. Lewis & Anna Myrtle Lewis, his wife to Merchants Loan & Savings Bank, which mortgage is recorded in Book 56 of Mortgages Page 175 in the office of the Register of Deeds in Douglas County Kansas.

In Witness Whereof, I have hereunto set my hand this tenth day of October 1927.

M.S. Brown

State of Kansas |
Douglas County | SS

Be it remembered, That on this tenth day of October 1927 before me a Notary Public in and for said County and State came M.S. Brown to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and the day and year last above written.

LS
My commission expires January 27, 1931.

F.C. Whipple
Notary Public

From Lloyd Siroky
To M.P. Dodge

MORTGAGE.

State of Kansas, Douglas Co. ss
Filed for record Oct. 19, 1927.
At 3:30 P.M.

Geo. E. Williams
Register of Deeds

Reg. No. 2977
Fee Paid \$1.00

This Indenture, Made and executed this 15th day of September A.D. 1927 by and between Lloyd Siroky party of the first part and M.P. Dodge party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of Three Hundred Sixty Nine and no/100 (\$369.00) Dollars, paid by said party of the second part the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell and convey, unto said party of the second part, the following described real property situate in the county of Douglas and State of Kansas, to-wit:

All of Lot One Hundred Sixteen (116) Except the north ten (10) feet in Fairfax Addition to Lawrence.

together with all the tenements, hereditaments and appurtenances to the same belonging and all the estate, title, dower, right of homestead, claims and demands whatsoever of the said party of the first part of, in or to said premises, or any part, thereof; and said party of the first part does hereby covenant that said party of the first part is lawfully seized of said premises, that said premises are free from incumbrance except general taxed for the year 1927 and first Mortgage for \$1250.00 and that said party of the first part will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

Provided Always, and these presents are upon these conditions.

Whereas, said party of the first part has executed and delivered to the said party of the second part promissory note for Three Hundred Sixty nine and no/100 (\$369.00) payable at the rate of Twenty five cents each week until paid out, drawing interest at six per cent per annum, interest to be paid semi-annually and whereas the party of the first part has agreed to keep the buildings, if any, upon said premises, insured in some company or companies approved by said party of the second part, for the sum of not less than --- Dollars and deliver to said party of the second part the policy or policies containing a clause with the loss payable to said party of the second part or assigns, and has agreed to pay all taxes and assessments against said premises before the same, by law, become delinquent, and has agreed that if said party of the first part does not provide such insurance, or fails to pay all taxes as aforesaid, then said party of the second part, or holder hereof, may pay such insurance and taxes, or either of them, and all amounts so paid by said party of the second part shall interest at the rate of ten per cent per annum from the date of payment, and this mortgage shall stand as security therefor, and said sum may be added to the amount of the mortgage debt, and the same recovered as a part thereof. Now, if the said party of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned, with interest thereon according to the tenor and effect of said note and shall keep said buildings insured as aforesaid, and shall keep all taxes and assessments paid, and shall duly keep, and perform all the other covenants and agreements herein contained, then these presents to be null and void. But if said sum of money or any part thereof, or any interest thereon, is not paid when the same is due, or if said buildings shall not be kept insured as aforesaid, or if the taxes and assessments against said premises are not paid at or before the time the same become by law delinquent, or if said party of the first part shall fail to keep and perform any covenants herein contained, the holder hereof shall have the option to declare the whole of said indebtedness due and payable at any time after such failure or default, and may maintain an action at law or equity to recover the same, and the commencement of such action shall be the only notice of the exercise of said option required.

And It is Further Provided and Agreed, That the said Mortgagor shall and will pay all taxes levied upon this mortgage or the debt secured thereby, together with any other taxes or assessments which may be levied under the Laws of Nebraska against the said Mortgagee or the legal holder of the said principal note on account of this indebtedness.

In Testimony Whereof, He has hereunto set his hand the date above written.

In Presence of

Lloyd Siroky
Maude Siroky

State of Kansas |
County of Douglas | SS

On this 20th day of September A.D. 1927 before me a Notary Public in and for the said

For
Release
See
Book 75
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