

MORTGAGE RECORD 75

From

D. Coen Byrn

To

Alice M. Harvey

ASSIGNMENT.

State of Kansas Douglas Co. ss
Filed for record Oct. 31, 1927.
At 2:30 P.M.

Register of Deeds

The following is endorsed on original instrument Book 74 Page 167

For Value Received, the undersigned owner of the within mortgage does hereby assign and transfer the same to Alice M. Harvey.

D. Coen Byrn.

State of Kansas I
County of Douglas ISS

Be it remembered, that on this 29th day of October A.D. 1927 before me the undersigned a Notary Public in and for said County and State came D. Coen Byrn the mortgagee 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.

Geo W. Kuhne
Notary PublicLS
My commission expires Jan 25, 1930.

From

Ruth Clark Jones

To

Kansas State Bank

MORTGAGE.

State of Kansas, Douglas County ss
Filed for record Nov 3, 1927.
At 8:50 A.M.

Register of Deeds

This Indenture, Made this 1st day of November in the year of our Lord one thousand nine hundred and twenty seven between Ruth Clark Jones & Husband Charles H. Jones of Marion in the county of Franklin and state of Kansas, parties of the first part and The Kansas State Bank, Ottawa, Kansas, party of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of \$1700.00 Seventeen Hundred & no/100 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 forever all that tract or parcel of land situated in the county of Douglas and state of Kansas described as follows, to-wit: The northwest quarter (NW $\frac{1}{4}$) of Southeast quarter (SE $\frac{1}{4}$) of Section four teen (14) Township fifteen (15) Range eighteen (18) containing forty (40) acres more or less, also the Northeast quarter (NE $\frac{1}{4}$) of the southeast quarter of section fourteen (14) Township fifteen (15) Range eighteen (18) containing forty (40) acres more or less.

with 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 buildings 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 \$----- each, and shall deliver the 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 6 per cent ann. and this mortgage shall stand as security therefor.

This grant is intended as a Mortgage to secure the payment of the sum of \$1700.00 Seventeen Hundred 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 1st day of November 1930 to the order of said second party. Parties of first part have the right to pay at any time.

And this conveyance shall be void if such payment be made as is 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 insurance 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 the said party of the second part its successors, executors, administrators and assigns at any time thereafter to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby 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 of any there be, shall be paid by the parties 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 hands and seals the day and year first above written.

Ruth Clark Jones (SEAL)
Charles H. Jones (SEAL)SIGNED, sealed and delivered
in the presence of -----/State of Kansas I
Franklin County ISS

Be it remembered, That on this 1st day of November A.D. 1927 before me a Notary Public in and for said county and state came Ruth Clark Jones & Husband Charles H. Jones 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 subscribed my name and affixed my official seal on the day and year last above written.

H.H. Hayes
Notary PublicLS
Commission expires 1/13, 1929

Be it remembered, that on this 1st day of November A.D. 1927 before me a Notary Public in and for said county and state came Ruth Clark Jones & Husband Charles H. Jones to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

Cap. Sec. 117, Code of Civil Procedure, Kansas.

Be it remembered, that on this 1st day of November A.D. 1927 before me a Notary Public in and for said county and state came Ruth Clark Jones & Husband Charles H. Jones to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

Be it remembered, that on this 1st day of November A.D. 1927 before me a Notary Public in and for said county and state came Ruth Clark Jones & Husband Charles H. Jones to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.