

# MORTGAGE RECORD 75

183

STATE, GEORGETOWN STATIONERY CO. KANSAS CITY MO 64114

From  
Lloyd Siroky  
To  
M.F. Dodge

MORTGAGE

State of Kansas Douglas Co. ss  
Filed Jan 13, 1928, for record  
At 3:15 P.M.

Register of Deeds

Reg. No. 3127  
Fee Paid 1.00

and Maude. This Indenture, Made and executed this 19th day of November A.D. 1927 by and between Lloyd Siroky and Maude Siroky, wife of Lloyd Siroky, of the first part and M.F. 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 116 except the North Ten (10) feet in Fairfax Addition to Lawrence, Kansas, 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 and any special taxes for 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 Seventy 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 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 bear 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 notementioned, with interest thereon according to the tenor and effect of said 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 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 I  
County of Douglas ISS

On this eleventh day of January A.D. 1928 before me a Notary Public in and for the said County personally came the above named Lloyd Siroky and Maude Siroky his wife who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

IS

I.C. Stevenson  
Notary Public

My commission expires on the 18th day of October A.D. 1928.

From  
Farm Mtg. Co.  
To  
Trustees of Baker Univ.

ASSIGNMENT

State of Kansas Douglas Co. ss  
Filed for record Jan 17, 1928  
At 9:00 A.M.

Register of Deeds

For Value Received, We hereby sell, transfer and assign to Board of Trustees of Baker University Baldwin, Kansas the certain mortgage and debt thereby secured made by D.H. Warner et ux to The Farm Mortgage Investment Company, of Topeka, Kansas, dated November 23, A.D. 1927 and recorded in Book 65 of Mortgages page 469 records of Douglas County, Kansas covering:

The south 60 acres of the 23 of Section 22, Twp 13, Range 18, East of the 6th P.M. containing 60 acres more or less, according to the Government Survey

In Testimony Whereof, The said Farm Mortgage Investment Company, has caused this instrument to be signed by its Vice President and the corporate seal of the Company to be hereunto affixed this 14th day of December A.D. 1927.

The Farm Mortgage Investment Company

Corp seal: Attest:  
Chas W. Garrison  
Secretary.

By-- Elmer E. Scott  
Vice President.

I, JOHN CALHOUN, Clerk of the County of Douglas, Kansas, do hereby certify that the foregoing instrument was duly filed for record in Book 65 of Mortgages page 469 records of Douglas County, Kansas, and that the same is duly indexed in my index of Mortgages. Witness my hand this 12th day of January 1928.

The original instrument has been filed in the office of the Register of Deeds of Douglas County, Kansas, and the same is duly indexed in my index of Mortgages. Witness my hand this 12th day of January 1928.

John Calhoun, Clerk of the County of Douglas, Kansas.