

# MORTGAGE RECORD 75

221

a Notary Public in and for the county and state aforesaid, came Chester Woodward Vice Pres. of The Central Trust Co. a corporation to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation and he duly acknowledged the execution of the same as his free act and deed as such officer and the free act and deed of said corporation.

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

E.E. Lindblade.  
Notary Public.

LS  
Commission expires January 21, 1930.

From  
To  
McShillerston  
U.S. Rucker et al.

RELEASE.

State of Kansas Douglas Co. ss  
Filed for record Mch 17, 1928  
At 4:30 P.M.

*John E. Wellman*  
Register of Deeds

Know All Men By These Presents, That in consideration of full payment of the debt secured by a mortgage by U.S. Rucker and Rosa Rucker his wife dated the ninth day of March A.D. 1925 which is recorded in Book 66 of Mortgages page 555 of the records of Douglas County, Kansas satisfaction of such mortgage is hereby acknowledged and the same is hereby released.  
Dated this 29th day of February A.D. 1928.

M. Shillerston.

State of Kansas  
County of Douglas

I SS

Be it remembered, That on this 29th day of February A.D. 1928 before me a Notary Public in and for said county and state came M. Shillerston to me personally known to be the same person who executed the foregoing instrument of writing 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.

F.C. Whipple  
Notary Public

LS  
My commission expires Jan. 27, 1931.

From  
To  
Fred James Whaley  
Collins Mtg. Co.

MORTGAGE

State of Kansas Douglas Co. ss  
Filed for record Mch. 20, 1928  
At 11:20 A.M.

3309

*John E. Wellman*  
Register of Deeds

LOAN NO: K-3014325 -A

This Indenture, Made this 1st day of March A.D. 1928 between Fred James Whaley and Jessie C. Whaley his wife, of the county of Douglas and state of Kansas, parties of the first part, and Collins Mortgage Company, a corporation, party of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Fifty five Hundred and 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 convey to the said party of the second part its legal representatives, successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and state of Kansas described as follows, to-wit:

That part of the southwest fractional Quarter of section fourteen (14) Township thirteen (13) Range twenty (20) lying south and east of the Wakarusa River and East of the west boundary of the Shawnee Reservation, less Northeast 20 acres thereof, containing 104 acres, more or less and the northwest quarter of the northeast quarter of Section twenty three (23) Township Thirteen (13) Range Twenty (20) less 4 acres described as follows: Beginning at the Northwest corner of the northeast quarter of section twenty three (23) Township thirteen (13) Range Twenty (20) thence east 14 rods, thence south 45 2/3 rods thence west 14 rods, thence north 45 2/3 rods to a point of beginning, all east of the sixth principal Meridian, and both above described tracts, containing in all 140 acres more or less.

According to the Government Survey thereof, 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, and will Warrant and Defend the title to the same, and that the same is clear and free from all incumbrances of whatsoever kind.

And the said Fred James Whaley and Jessie C. Whaley his wife do hereby relinquish all right of homestead and other contingent rights in and to the said premises, and do hereby join in all the clauses, conditions and covenants hereof. This grant is intended as a mortgage to secure the payment of Fifty five Hundred and no/100 Dollars, payable according to the terms of a certain promissory note, this day executed and delivered by the said parties of the first part to the said party of the second part, which said promissory note, both principal and interest, is payable on an amortization plan in 68 equal semi-annual installments of One Hundred Seventy eight and 75/100 Dollars each, and one installment (the last to mature) of One Hundred seventy eight and 26/100 Dollars; all due and payable as follows: One Hundred Seventy eight and 75/100 on the first day of September A.D. 1928 and a like sum of One Hundred seventy eight and 75/100 Dollars semi-annually thereafter on the first day of March and September in each and every year to and including the first day of March 1962; and the last installment of One Hundred seventy eight and 26/100 Dollars on the first day of September 1962 by which and when the entire principal sum and interest shall be fully paid, together with interest at the rate of ten per cent per annum on any installment which shall not have been paid when due; and this conveyance shall be void if such payment be made as therein specified, but if default be made in such payment, or any part thereof, or the interest thereon, of the taxes when due, or if the insurance is not kept in force thereon, or if said first parties shall do any act impairing the value of said mortgaged property or

For Assignment  
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