

MORTGAGE RECORD 75

From
Collins Mortgage Co.

Assignment Of Mortgage

State of Kansas, Douglas County, SS
Filed for record April 14, 1928
at 8:45 o'clock A.M.

To
Equitable Life Assurance Society
of the U.S.

W. E. Wellman
Register of Deeds.

Know All Men By These Presents: That the Collins Mortgage Company (a corporation) the mortgage named in a certain mortgage executed by John F. Frazer and Edna R. Frazer, his wife on the 6th day of December, 1927, upon the following described real estate in Douglas County, Kansas, to-wit:

Beginning at the Southeast corner of the Northeast Quarter of Section Thirty-three (33), Township Fourteen (14) Range Twenty (20) East of the Sixth Principal Meridian, thence running North 390 feet thence in a Northwesterly direction along the center of the public road to a point on the West line of the East half of said quarter section, thence South along the West line of the East half of said quarter section, thence South along the West line of the East Half of said quarter section 1667 feet, to the South line of said quarter section, thence East along the South line of said quarter section to the place of beginning, except a tract described as follows: (Beginning 910 feet North of the Southwest corner of the East Half of the Northeast Quarter of Section Thirty-three (33) Township Fourteen (14) Range Twenty (20) East of the Sixth Principal Meridian, Douglas County, Kansas, thence East 175 feet, thence North 590 feet, thence in a Northwesterly direction 242 feet to the West line of the East Half of the Northeast Quarter of said section, thence South 757 feet to the place of beginning):

Also the Southwest Quarter of the Northwest Quarter of Section Thirty-four (34), Township Fourteen (14) Range Twenty (20) except ten acres more or less, in the Southwest corner thereof, described as follows: (Beginning at the Southwest corner of said Northwest Quarter of said Section Thirty-four (34) thence North 7.58 chains; thence East 12.95 chains; thence South 7.58 chains; thence West to place of beginning; also except a strip of land off of the East side 76 feet wide, which is deeded to J. W. Counts.)

Also the West Fifty (50) acres of the North Half of the Northwest Quarter of Section Thirty-four (34) Township Fourteen (14) Range Twenty (20) East of the Sixth Principal Meridian, except a square ten acres in the Southeast corner of said tract of land.

The three tracts mortgaged and described above contain 94 acres, more or less.

and recorded in the Mortgage Record No. 75 on Page 156 of the records in the office of the Register of Deeds of said county, in consideration of the sum of Thirty-seven Hundred and no/100 Dollars to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Equitable Life Assurance Society of the United States, a New York corporation having its principal office in the City of New York, County of New York, State of New York, its heirs, administrators, successors or assigns, the above described mortgage deed, the real estate thereby conveyed, the note, bond, debt and claim thereby secured, and the covenants therein contained. To have and to hold the same forever, subject, nevertheless, to conditions therein set forth. And the said mortgagee covenants that there is now owing and unpaid on account of said mortgage the principal sum of \$3700.00-with interest.

In Witness Whereof, the said Mortgagee has caused these presents to be signed by its Vice-President and its corporate seal to be hereunto affixed this 13th day of April, 1928.

Attest: Corp. Seal

Glen L. Bennett
Secretary

Collins Mortgage Company
By J. Collins, Vice President

State of Missouri (I)
Jackson County I SS

Before me, K. J. Lilla, Notary Public within and for said County and State on this 13th day of April, 1928 personally appeared J. Collins, Vice-President of the Collins Mortgage Company, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal, the date last above written.

LS

My commission expires December 10, 1929.

K. J. Lilla
Notary Public

Reg. No. 338
File No. 1252

From
Irven D. Harris & Wife
To
Northwestern Mutual Life Ins. Co.

Extension Agreement

State of Kansas, Douglas County, SS
Filed for record April 10, 1928,
at 9:20 o'clock A.M.

W. E. Wellman
Register of Deeds.

No. 77062
S $\frac{1}{4}$ S $\frac{1}{4}$ & S $\frac{1}{4}$ N $\frac{1}{2}$ S $\frac{1}{4}$ Sec 21-13-21

Whereas, on the 25th day of February, 1918, Irven D. Harris and Mary Harris of Eudora, Kansas, executed and delivered to The Northwestern Mutual Life Insurance Company of Milwaukee, Wisconsin, a note in the sum of five thousand dollars-----secured by a mortgage of even date therewith upon certain real estate situated in Douglas County, Kansas, filed for record in said County on March 18, 1918, and recorded in Volume 57 of Mortgages, on page 78 and there remains unpaid of the principal of said note the sum of five thousand dollars-----with interest from February 25, 1928; and

Whereas, title to the mortgaged premises is now vested in Irven D. Harris and Mary Harris subject to said mortgage; and

Whereas, said Insurance Company has requested to extend the time of payment of said note and mortgage as hereinafter stated, which it has consented to do in consideration of the payments to be made as herein provided;

Now therefore, the said Irven D. Harris and Mary Harris, his wife, hereby agree - to pay the principal sum remaining unpaid as aforesaid on February 25, 1933 with the privilege, at any time after February 25, 1930 and before maturity, of paying \$100, or any multiple thereof, upon said principal, provided that sixty days additional interest shall be paid on any and all such payments in excess of one-half of the principal sum; and said parties also agree to pay interest on the said sum of \$5000 from February 25, 1928, until paid at the rate of five-per-cent per annum, payable semi-annually.

And the parties hereto hereby agree that said note and mortgage shall continue a first lien upon said premises and shall remain in force, with all their covenants and conditions, except as herein modified.

In Witness Whereof, the said Irven D. Harris and Mary Harris, his wife, have hereunto set their hands this seventh day of March A.D., 1928

In presence of
Jerry Harris
C. A. Schubert

Irven D. Harris
Mary Harris

(For Acknowledgment See Page 250)