

MORTGAGE RECORD 75

269

SAME COURTHOUSE STATIONERY CO. KANSAS CITY MO 64104

From Sheriff
To Andrew J. Martin

SHERIFF'S DEED

State of Kansas Douglas Co. ss
Filed for record June 5, 1928
At 10:55 A.M.

Register of Deeds

Know All Men By These Presents, that whereas, on the 21st day of January 1928 in an action then pending in the District Court of Douglas County, Kansas entitled Guy Fenstermaker plaintiff vs Effie Fenstermaker, defendant; the same being numbered 13,983, the said District Court rendered judgment giving the plaintiff a divorce and custody of minor children and whereas on the 17th day of March 1928 the said court rendered a further judgment in said action, ordering the plaintiff to pay to the defendant the sum of \$575.00 in thirty days, and have all property of said parties, and upon his failure so to do, that the real property belonging to these parties or either of them, be sold as upon execution and the money divided between the parties, and Whereas, said plaintiff failed to make said payment, and on April 23rd 1928, execution was duly issued in said cause, directing me as sheriff of Douglas County, Kansas, to sell the real property belonging to said parties to-wit: Lots 211, 224 and 225 in Fairfax Addition to the city of Lawrence Douglas County, Kansas and whereas pursuant to said execution and notice duly made I did on the 4th day of June 1928 sell said property to Andrew J. Martin and whereas, on June 5th 1928 the said court confirmed said sale and order of execution executed.

Now Therefore, I, W.J. Cummings, Sheriff of Douglas County, in consideration of the premises hereinbefore recited and of the payment to me of \$1200.00 in cash, the same being the sale price of the above mentioned sale, by the said Andrew J. Martin I do hereby transfer and convey to the said Andrew J. Martin all the right, title and interest of the said Guy Fenstermaker and Effie Fenstermaker in and to the real property hereinbefore described.

Witness my hand as the sheriff Douglas County, Kansas this 5th day of June 1928.

R.R. Rutherford
Under Sheriff of Douglas County
Kansas

State of Kansas
Douglas County

Be it remembered, That on this 5th day of June 1928 before me D.F. Smith Clerk of the District Court of Douglas County, Kansas came R.R. Rutherford Under Sheriff of said county and State, the person who executed the above and foregoing instrument, personally known to me as such, and duly acknowledged that he executed said instrument as the sheriff of Douglas County, Kansas.

Witness my hand and seal of my office this 5th day of June 1928.

LS

D.F. Smith
Clerk of the District Court.

From Z.A. Rogers et al.
To Bankers Mtg. Co.

MORTGAGE

State of Kansas Douglas ss
Filed for record June 5, 1928
At 3:35 P.M.

3496
6.00

Register of Deeds

This Indenture, Made June first 1928 by and between Z.A. Rogers and Lois W. Rogers husband and wife of the county of Douglas State of Kansas, parties of the first part and The Bankers Mortgage Company of Topeka, Kansas, party of the second part:

Witnesseth, That said parties of the first part in consideration of the sum of Twenty four Hundred fifty and no/100 Dollars paid by the said party of the second part the receipt whereof is hereby acknowledged do hereby sell and convey unto the said second party, its successors or assigns the following described real estate situated in the county of Douglas and state of Kansas, to-wit:

All of Lot Number Six(5) Block Number four (4) University Place an addition to the City of Lawrence, Douglas County, Kansas.

The debt secured by this Mortgage is further secured by a Twelve Hundred Fifty Dollar Savings Bond in the Bankers Mortgage Company of Topeka, Kansas, No.-----and it is agreed that any default of any payment due on said Bond shall be a breach of the conditions of this Mortgage and shall entitle the holder thereof to foreclose the same.

To Have and To Hold said premises with all appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple

Provided Always, And this instrument is executed and delivered upon the following

conditions:

First, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Twenty four hundred fifty and no/100 (\$2450.00) Dollars on the first day of June 1938 with interest thereon payable semi-annually from June, 1928 according to the terms of one promissory bond or note, signed by said parties of the first part, payable to the order of the Bankers Mortgage Company of Topeka, Kansas, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or note hereby secured, or the mortgage securing the same, or against the owner of said bond or note and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon, such principal then the mortgagors herein shall pay only so much of such taxes and assessments as added to the interest herein and in said note contracted shall equal ten per cent on the principal of the debt hereby created and secured.

Third, Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party, its successors, or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns for not less than \$2450.00 with National Board Standard Mortgage Clause attached in favor of the second party its successors or

Recorded & Indexed March 23 1928
By J. H. Condit
Register of Deeds
State of Kansas
County of Douglas
Filed for record June 5, 1928
At 3:35 P.M.
3496
6.00