

MORTGAGE RECORD 75

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In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Mo. the day and year last above written.

LS
My term expires June 5th, 1932.

Josephine M. McCarty
Notary Public in and for said
County and state.

From
Carl Altenbernd
To
Molvie E. Pilla

ASSIGNMENT.

State of Kansas Douglas Co. ss
Filed for record Oct. 19, 1928
At 11:00 A.M.

Know All men by these presents, That Carl Altenbernd Douglas County, in the State of Kansas the within named mortgagee in consideration of fifteen hundred 00/100 Dollars to him in hand paid, the receipt whereof is hereby acknowledged does hereby sell, assign, transfer, set over and convey unto Molvie E. Pilla heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

To Have and To Hold the same Forever, Subject nevertheless to the conditions therein named.
In Witness Whereof, the said mortgagee has hereunto set his hand this 27th day of Sept, 1928.

Carl Altenbernd.

Executed in presence of:
Adolph Lotz Jr.

State of Kansas I
Douglas County ISS

Be it remembered, That on this 27th day of September 1928 A.D. before me Adolph Lotz Jr. a Notary Public in and for said county and state came Carl Altenbernd 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 the day and year last above written.

Adolph Lotz Jr.
Notary Public

LS
My commission expires Jan 29th, 1931.

From
Margaret Deatherage et al.
To
John A. Benander.

DEED OF TRUST.

State of Kansas Douglas Co. ss
Filed for record Oct. 20, 1928
At 3:05 P.M.

Register of Deeds

This Indenture, Made this 17th day of October in the year of our Lord one thousand nine hundred and twenty eight, between Margaret Deatherage and J.B. Deatherage of the county of Pueblo and the State of Colorado, parties of the first part and --as Public Trustee, in and for Douglas County Kansas party of the second part.

Witnesseth, That whereas the said Margaret Deatherage and J.B. Deatherage have executed their one certain Promissory note bearing even date herewith, payable to the order of John A. Benander Five (5) years and after the date thereof, for the aggregate principal sum of Five Hundred and no/100 Dollars lawful money with interest thereon from date at 5% per cent per annum, with interest payable annually privilege granted to pay all or any part of the principal of said note at any interest paying period.

And Whereas, The said Margaret Deatherage and J.B. Deatherage are desirous of securing not only the prompt payment of said Promissory note but also effectually securing and indemnifying the said John A. Benander for or on account of any assignment, endorsement or guarantee of said Promissory note.

Now Therefore, the said parties of the first part in consideration of the premises and for the purposes aforesaid and in further consideration of One Dollar to their in hand paid by the said party of the second part, the receipt whereof is hereby confessed, have and hereby do grant, bargain sell and convey unto the said party of the second part and his successors in said office of Public Trustee, in trust forever, all the premises situate in the County of Douglas State of Kansas known and described as follows, to-wit: Their undivided interest in and to the southwest (SW) Quarter of section Twelve (12) in Township Thirteen (13) Range seventeen (17) Douglas County, Kansas.

To Have and To Hold the Same Together with all and singular the privileges and appurtenances thereunto belonging. In Trust nevertheless, that in case of default in the payment of said Note or any of them or any part thereof, or interest thereon, according to the tenor and effect of said Note or in case default be made in, or in case of the violation or breach of any of the terms, conditions or agreements herein contained, then it shall and may be lawful for said party of the second part, or his successors in the office of Public Trustee to sell and dispose of the said premises, either en masse or in parcels at public auction at the main front door of the county court House in the City of Lawrence and State of Kansas for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale by weekly (or daily) advertisement in one of the newspapers of general circulation at the time published in said County of Lawrence and make execute and deliver to the purchaser or purchasers at such sale good and sufficient certificate or certificates of purchase of and for the premises sold; and out of the proceeds or avails of such sale or sales and purchase money paid thereon, after first paying all costs of advertising and sales, commissions, and all other expenses of this trust, including all moneys advances for taxes, insurance and other liens or assessments with interest thereon to pay the principal and interest due on said note according to the tenor and effect thereof, render the overplus, if any, unto the said parties of the first part their heirs or assigns, on reasonable request, and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money which sale or sales so made shall, after deed has been issued therefor, as hereinafter or as by law provided be a perpetual bar both in law and in equity against the said parties of the first part their heirs and assigns, and all other persons claiming the premises aforesaid or any part thereof by, from, through or under the said parties of the first part or any of them, the holder or holders of said Note may

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