

MORTGAGE RECORD 75

become the purchaser of said property, or any part thereof; the said parties of the first part, to pay all costs of this trust, including all moneys advanced for taxes, insurance, and other liens or assessments, with interest thereon at ten per cent per annum and upon demand by the person or persons holding the said certificate or certificates of purchase when said demand is made and time for redemption has expired without redemption having been made, or upon demand made by a subsequent encumbrancer who has made redemption of such property, or any part thereof (or by his then successor or successors in interest) and who has, by virtue of the statute in such cases made and provided become entitled to a deed or deeds therefor, after the time for redemption has elapsed, to make, execute, acknowledge and deliver to any such person or persons so legally entitled thereto good and sufficient deed or deeds of conveyance in proper form to and for the lands and tenements so sold including and conveying all the right, title, benefit and equity of redemption of the said parties of the first part, their heirs, executors, administrators and assigns therein.

And the said Margaret Deatherage for themselves their heirs, executors, and administrators covenant and agree to and with the said party of the second part, and his successors as Public Trustee, that at the time of the executing and delivery of these presents they are well seized of said premises in fee simple, and have good right full power and lawful authority to grant, bargain, and sell the same in the manner and form as aforesaid, hereby fully and absolutely waiving and releasing all rights and claims they may have in or to said described premises as a Homestead Exemption under and by virtue of any act of the General Assembly of the State of Kansas now existing or which may hereafter be passed in relation thereto, and that the same are clear of all liens and encumbrances whatever, except as hereinafter specified, viz: that the undersigned will pay all taxes and assessments levied or assessed against said premises up to the time the said Note shall become due and payable, or shall have been paid in full.

And it is further Stipulated and Agreed, that in case of default in any of the said payments of principal or interest as aforesaid, or of a breach of any of the covenants or agreements herein, then and in that case the whole of said principal sum hereby secured and the interest to the time of sale according to the tenor and effect of said indebtedness, shall and may at once become due and payable, anything in said Note to the contrary notwithstanding, and the said premises to be sold in like manner and with the same effect as if the said indebtedness had matured.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered
in the presence of:

Margaret Deatherage (SEAL)
J.B. Deatherage (SEAL)

Post office address
of Grantors

State of Colorado
County of Pueblo

I, Chaloner C. Chipman a Notary Public in and for said county in the State aforesaid do hereby certify that Margaret Deatherage and J.B. Deatherage who are personally known to me to be the same persons whose name is subscribed to the within Trust Deed as first parties thereto and as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth, the contents and meaning having been fully explained by me.

My Commission expires June 9, 1932. Given under my hand and notarial seal this 17th day of October A.D. 1928.

Chaloner C. Chipman.
Notary Public

LS

This Release
was written
on the original
Mortgage.

entered
this 17th day
of October
1928

Harold A. Burt
Reg. of Deeds.
Ruth H. Burt
Deputy

From
Central Trust Co.
To
Security Benefit Ass'n

ASSIGNMENT

State of Kansas Douglas Co. ss
Filed for record Oct 24, 1928
At 10:15 A.M.

Wm. E. Williams
Register of Deeds

Know All Men By These Presents:

That the Central Trust Company a corporation, organized under the laws of Topeka, of Shawnee County, in the State of Kansas, in consideration of the sum of Four Thousand and no/100 Dollars, to it in hand paid the receipt whereof is hereby acknowledged, does hereby Sell, Assign, Transfer, set over and convey without recourse, unto The Security Benefit Association its successors and assigns one certain mortgage dated the 1st day of October 1923 executed by Cleabithine V.R. Hopper a widow, to said corporation, upon the following described property, to-wit:

The north fifty (50) feet of Lot numbered four (4) in Block Ten (10) in Babcock's Enlarged Addition to the City of Lawrence given to secure the payment of \$4,000.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book 65 on page 30 together with the note, debt and claim secured by said mortgage and the covenants contained in said mortgage.

In Witness Whereof, said corporation has caused these presents to be signed by its Vice President, Sec'y and its corporate seal to be hereto affixed this 24th day of November 1923.

Executed in presence of:
----- (Corp seal)

The Central Trust Company
By: Chester Woodward
Vice Pres't Secy.

State of Kansas
Shawnee County

Be it remembered that on this 24th day of November 1923 before me the undersigned, a Notary Public in and for said County and State, came Chester Woodward, Vice Pres. Secy of The Central Trust Company a corporation, who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage and such person has duly acknowledged the execution of the same as the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Sidney S. Smith
Notary Public

LS

Term expires Dec 11, 1923.