

MORTGAGE RECORD 75

345

From
L.M. Wilshire et al
To
Merchants L. & Sav. Bank

ASSIGNMENT

State of Kansas Douglas Co. ss
Filed for record July 16, 1928
At 8:10 A.M.

Geo. F. Wellman
Register of Deeds

For Value Received, We hereby sell, transfer and assign to The Merchants Loan and Savings Bank, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Charles H. Simpson & Minnie S. Simpson to The Merchants Loan & Savings Bank, which mortgage is recorded in Book 65 of Mortgages Page 629 in the office of the Register of Deeds in Douglas County Kansas.

In Witness Whereof, We have hereunto set our hands this ---day of July, 1928.

L.M. Wilshire
Mrs. L.M. Wilshire

State of Oklahoma |
Hughes County | SS

Be it remembered, That on this 14 day of July 1928 before me a Notary Public in and for said County and State came L.M. Wilshire & Mrs. L.M. Wilshire to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

O.S. Evans
Notary Public

LS
My commission expires 11-25, 1930.

From
Felix Tuckel
To
Collins Mtg. Co

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record July 13, 1928
At 9:15 A.M.

Geo. F. Wellman
Register of Deeds

LOAN NO. K-3014569 A

Req. No. 3585
Fee 33.75

This Indenture Made this 1st day of March A.D. 1928 between Felix Tuckel and Clara Tuckel 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 Thirteen Thousand 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: Southwest quarter of section thirty six (36) Township Thirteen (13) Range Nineteen (19) except a strip 33 feet wide, described in deed recorded Book 99 page 578 in the office of the Register of Deeds of Douglas County, Kansas; also the northeast quarter of section two (2) Township fourteen (14) Range nineteen (19) except about one-quarter of an acre, described in a deed recorded Book 117 page 249 in the office of the Register of Deeds of Douglas County, Kansas, all East

of the sixth Principal Meridian containing 319 plus 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 Felix Tuckel and Clara Tuckel 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 Thirteen Thousand 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 Four Hundred Thirty eight and 75/100 Dollars each, and one installment (the last to mature) of Four Hundred Thirty seven and 54/100 Dollars; all due and payable as follows: Four Hundred Thirty eight and 75/100 Dollars on the first day of September A.D. 1922 and a like sum of Four Hundred Thirty 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 Four Hundred Thirty seven and 54/100 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 shall fail to perform all and singular the agreements herein contained, then this conveyance shall, at the option of the party of the second part become absolute, and the whole amount secured hereby shall become immediately due and payable without notice (anything herein or in said promissory notes to the contrary notwithstanding) and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to proceed by foreclosure or any other lawful mode to collect the amount of said notes; and out of all the moneys arising from the sale under any such proceeding to retain the amount then due for principal and interest, together with the costs, as hereinafter provided, and charges of making such foreclosure sale, and the overplus, if any there be shall be paid by the party making such sale, on demand to the said parties of the first part, their heirs or assigns.

And said parties further expressly agree that they will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Kansas, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgage or its assigns; and will pay all taxes levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising therefrom. Upon violation of this agreement then and in any such event the debt hereby secured, without any deduction, shall, at the option of the mortgagee, become immediately due and collectible; and the said

For Assignment
Per Book 75
Page 331

CLERK OF DISTRICT COURT OF DOUGLAS COUNTY, KANSAS
I have this day filed for record the foregoing mortgage herein recorded
and that the same is duly recorded in Book 75 Page 331
Witness my hand this 13 day of August 1928
John B. Collins
CLERK DISTRICT COURT