

MORTGAGE RECORD 75

371

SAUL BODENWORTH STATIONERY CO. KANSAS CITY MO 64111

From Central Trust Co
To Equitable Life Ins.Co.
ASSIGNMENT.
State of Kansas, Douglas Co.,ss;
This instrument filed Sept. 13,
1928 at 8:10 A.M.

John E. Wellman
Register of Deeds

The following is endorsed on original instrument Book 70 page 37.

FOR VALUE RECEIVED, The Central Trust Co., hereby assigns the within Mortgage and the debt secured thereby to Equitable Life Ins. Co. of Iowa, Des Moines, Iowa, September 4, 1928.

Carp Seal

The Central Trust
By Chester Woodward
Vice-President.

State of Kansas, Shawnee County, ss;

Be It Remembered, That on this 4th day of September, 1928 before me, the undersigned a Notary Public in and for the County and State aforesaid, came Chester Woodward, Vice Pres. of The Central Trust Co., a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

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

E. E. Lindblade
Notary Public.

L.S.

Commission expires January 21, 1930.

From A. J. Herrod
to Southwest Mortgage Company

MORTGAGE.

State of Kansas,
Douglas County, ss;
This instrument filed September
13, 1928 at 1:30 P.M.

John E. Wellman
Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS:

That A. J. Herrod and Sylvia M. Herrod, his wife, of Wyandotte County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to Southwest Mortgage Company, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit:

The Southwest Quarter (4) of Section No. Two (2) Township No. Thirteen (13), South, Range No. Nineteen, (19) East-less right-of-way of the St. Louis, Lawrence, and Denver Railroad Company.

containing One Hundred Fifty-eight acres, more or less, together with all the improvements thereon and the appurtenances thereto belonging.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to Southwest Mortgage Company, its successors and assigns, the payment of the sum of --- Seven Thousand Five Hundred and no/100 Dollars with interest thereon, according to the terms of one certain promissory note executed and delivered by the first party to the second party, due and payable according to the terms thereof, with interest payable semi-annually, according to the terms of interest coupons thereto attached, all of said notes being of even date herewith, payable in lawful money of the United States, of America, with exchange on the City of New York, at the Commerce Trust Company, Kansas City, Missouri, and each bearing interest at the rate of ten per cent per annum after maturity until paid.

The First Party Hereby Covenants and Agrees:

That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they and their heirs, executors and administrators will warrant and defend the same unto the said second party, its successors and assigns against all lawful claims and demands;

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable;

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of any law of the State of Kansas, to whomsoever assessed, before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of Fifteen Hundred Dollars, for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and

Upon failure to comply with either of these conditions, covenants and agreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party, its successors and assigns, all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural or other leases on said real estate and directs any lessee, on demand, to pay the said second party, its successors and assigns all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; provided that so long as no default be made in the payment of the principal

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Tracing and Cash
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Record of A. J. Herrod and Sylvia M. Herrod, his wife, of Wyandotte County, State of Kansas, parties of the first part, have mortgaged and hereby mortgage, convey and warrant to Southwest Mortgage Company, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit:

The Southwest Quarter (4) of Section No. Two (2) Township No. Thirteen (13), South, Range No. Nineteen, (19) East-less right-of-way of the St. Louis, Lawrence, and Denver Railroad Company.

By J. E. Wellman, Register of Deeds
Notary Public