

MORTGAGE RECORD 75

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State of Kansas |
Douglas County | SS

Be it remembered, That on this 19th day of September A.D. 1928 before me the undersigned a Notary Public in and for said county and State came William R. Stiner and Bertha E. Stiner his wife to me personally known to be the same persons 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 on the day and year last above written.

A.F. McClanahan
Notary Public

LS
My commission expires April 20, 1929.

From
Merchants L. & Sav. Bank
To
J.J. Tobler

ASSIGNMENT.

State of Kansas Douglas Co. ss
Filed for record Sept 17, 1928
At 2:55 P.M.

Frank Willman
Register of Deeds

For Value Received, We hereby sell, transfer and assign to J.J. Tobler all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by A.B. Hobbs & E.F. Hobbs her husband to The Merchants Loan & Savings Bank which mortgage is recorded in Book 74 of Mortgages Page 361 in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, We have hereunto set our hand this 17th day of September 1928.

The Merchants Loan & Savings Bank

corp seal/

By: F.C. Whipple
Cashier.

State of Kansas |
Douglas County | SS

Be it remembered, That on this 17th day of September 1928 before me a Notary Public in and for said county and state came F.C. Whipple Cashier of The Merchants Loan & Savings Bank 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.

Jane Sheets
Notary Public

LS
My commission expires September 10, 1931.

From
Jane Fitzpatrick
To
Nat'l Reserve Life Ins. Co.

MORTGAGE.

State of Kansas Douglas Co. ss
Filed for record Sept 17, 1928
At 11:00 A.M.

Frank Willman
Register of Deeds

This Mortgage, Made this first day of September A.D. 1928 by and between Jane Fitzpatrick a widow of the county of Douglas, State of Kansas parties of the first part hereinafter designated and referred to as party of the first part whether one or more, and The National Reserve Life Insurance Co., of the County of Shawnee and State of Kansas party of the second part:

Witnesseth, That said party of the first part in consideration of the sum of Ten Thousand & no/100 Dollars paid by said party of the second part, receipt of which is hereby acknowledged does hereby convey, Mortgage and Warrant unto the said party of the second part, its heirs and assigns forever, all the following described lands and premises situated in the County of Douglas and State of Kansas to-wit:

The southwest quarter of section sixteen (16) and the south one hundred fifty seven one half (157-1/2) acres of the south east quarter of section seventeen (17) All in Township Twelve (12) Range eighteen (18)

Together with all appurtenances, including buildings, improvements and fixtures, and also all their estate, right, title and interest therein, including all rights of homestead exemption.

To secure the Payment of a Debt (representing money borrowed concurrently with the execution hereof) and interest thereon, evidenced by two principal promissory notes of even date herewith, executed by Jane Fitzpatrick party of the first part, and payable to the order of the said party of the second part at its Home office in Topeka, Kansas for the aggregate principal sum of Ten Thousand & no/100 Dollars, payable as follows:

One principal note for the sum of \$300.00 payable December 1st, 1928

One principal note for the sum of \$9,700.00 payable August 1st, 1931

Borrower has the option to pay \$100.00 or any multiple thereof on August 1st, 1929 or at any interest paying date thereafter by giving 30 days advance written notice of intentions to pay, or in partial payments prior to maturity in accordance with stipulation therein. All bearing interest from date to maturity at the rate of six per cent per annum, payable semi-annually on the first day of February and August, in each year according to the terms of the interest notes of even date attached thereto, evidencing said interest. All principal and interest notes bearing interest after maturity at the rate of ten per cent per annum.

The said party of the first part, and each of them, if there be more than one, hereby covenants and agrees with the said party of the second part as follows:

(1) To pay said notes hereinbefore referred to when the same become due and payable according to the tenor thereof. Each principal note (if more than one be herein described) shall stand upon an exact pro rata basis with every other principal note with respect to the security furnished

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For Kansas See Book 75 Page 375
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