

# MORTGAGE RECORD 75

421

## ASSIGNMENT

(The following is endorsed on the original instrument Book 72, page 4)

KNOW ALL MEN BY THESE PRESENTS, That D. Coen Byrn, Douglas County, in the State of Kansas, the within-named mortgage in consideration of Six Hundred Ninety Five and no/100 Dollars to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto C. E. Merwin 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 1st day of February 1929

Executed in presence of

D. Coen Byrn

STATE OF KANSAS )  
 )SS.  
\*\*\*\*\*COUNTY)

Legal BE IT REMEMBERED, That on this 1st day of February A. D. 1929 before me, Geo. W. Kuhne, a Notary Public in and for said County and State, came D. Coen Byrn 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 on the day and year last above written.

My commission Expires Jan. 25, 1930

Geo. W. Kuhne

Notary Public

Recorded Feb. 1, 1929 A. D. at 3:00 P. M.

*Geo. W. Kuhne* Register of Deeds

## MORTGAGE

THIS INDENTURE, Made this 1st day of Febr. in the year of our Lord one thousand nine hundred Twenty nine between Frank Simon and Allie Simon his wife, of Overbrook, in the County of Osage and State of Kansas, of the first part, and James Hollis of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six Thousand 00/100 Dollars to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his heirs 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:

The North-east Quarter and the North Half of the South-east Quarter of Section Twenty (20), Township Fourteen (14) Range Eighteen (18) East of the 6th Principal Meridian.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frank Simon and Allie Simon does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Six Thousand 00/100 Dollars, according to the terms of one certain promissory note this day executed by the said Frank Simon and Allie Simon to the said party of the second part; said note being given for the sum of Six Thousand 00/100 Dollars, dated Febr. 1st 1929, due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 5 coupons of \$30.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of \$10,000 Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said Frank Simon heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

Frank Simon (Seal)  
Allie Simon (Seal)

Reg. No. 31  
Feb. 1, 1929

*Geo. W. Kuhne*  
Register of Deeds

The following is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds of the County of Douglas, State of Kansas, and is hereby certified to be correct.