

MORTGAGE RECORD 75

provisions and agreements in said note contained, then these presents shall be void; otherwise, in full force and effect, and may be foreclosed, as in said contract note provided.

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

V. D. Spurgeon
Isora J. Spurgeon

STATE OF KANSAS
SS.
DOUGLAS COUNTY

BE IT REMEMBERED, That on this 20th day of April A. D. 1929 before me, a Notary Public in and for said County and State came V. D. Spurgeon and Isora J. Spurgeon, his wife to me personally known to be the same persons who executed the foregoing instrument, 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.

Wm. M. Holliday Notary Public

Legal Seal

Commission expires January 13, 1933

Recorded May 3, 1929 A. D. at 1:35 P. M.

Elmer C. [Signature] Register of Deeds

ASSIGNMENT

(The following is endorsed on the original instrument recorded in Mortgage Book No. Page 187)

FOR VALUE RECEIVED, I hereby sell and assign the within mortgage and the notes therein described, to May Laidie.

As witness my hand this 14 day of June 1926.

Wilder S. Metcalf

STATE OF KANSAS
SS.
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 14 day of June 1926 appeared before me a Notary Public in and for said County and State Wilder S. Metcalf to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

My commission expires Jan. 25, 1928

C. M. Mantor Notary Public

Recorded May 8, 1929 A. D. at 11:50 A. M.

Elmer C. [Signature] Register of Deeds

MORTGAGE

LOAN NO. K-5015277-A.

THIS INDENTURE, Made this 1st day of May, A. D. 1929 between Robert L. Elston and Clara G. Elston, 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 Three Thousand 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:

West Half of Northeast Quarter of Section One (1), Township Fifteen (15)
Range Nineteen (19), East of the Sixth principal Meridian, containing 20
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 DEFEEND the title to the same, and that the same is clear and free from all incumbrances of whatsoever kind.

And the said Robert L. Elston and Clara G. Elston, 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 Three Thousand 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 66 equal semi-annual installments of ninety-seven and 50/100 Dollars, each and one installment (the last to mature of Ninety-seven and 23/100 Dollars; all due and payable as follows: Ninety-seven and 50/100 Dollars on the first day of November A. D. 1929 and a like sum of Ninety-seven and 50/100 Dollars semi-annually thereafter on the first day of May and November in each and every year to and including the first day of May 1953; and the last installment of Ninety-seven and 23/100 Dollars on the first day of November 1953, 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

This mortgage is not a lien on the original instrument.
 The only person who can mortgage has been placed in place
 records of County of Douglas, Kansas, and is subject to the
 original instrument, and is subject to the original instrument.
 By Attorney, Kansas, June 22, 1931.
 Recorded June 23, 1931
 Elmer C. [Signature]
 Register of Deeds

Reg. No. 421
Fee Paid \$7.50

In Compliance with 1914-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100