

MORTGAGE RECORD 75

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That the Collins Mortgage Company, (a corporation), the mortgagee named in a certain mortgage executed by Robert L. Elston and Clara G. Elston, his wife, on the 1st day of May, 1929, upon the following described real estate in Douglas County, Kansas, to-wit:

West Half of Northeast Quarter of Section One (1), Township Fifteen (15) Range Nineteen (19), East of the Sixth Principal Meridian, and recorded in the Mortgage Record No. 75 on Page 478 of the records in the office of the Register of Deeds of said county, consideration of the sum of Three Thousand and no/100 Dollars, to it in hand paid the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Equitable Life Assurance Society of the United States, a New York corporation having its principal office in the City of New York, County of New York, State of New York, its successors or assigns, the above described mortgage deed, the real estate thereby conveyed, the note, bond, debt and claim thereby secured, and the covenants therein contained. To have and to hold the same forever, subject nevertheless to conditions therein set forth. And the said mortgage covenants that there is now owing and unpaid on account of said mortgage the principal sum of \$3000.00 with interest.

IN WITNESS WHEREOF, the said Mortgagee has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 29th day of May 1929.

Attest:
Glen L. Bennett
Secretary

Collins Mortgage Company
By M. H. Collins
President

Corp. Seal

STATE OF MISSOURI, JACKSON COUNTY, SS.

Before me Hulda Lundsted, Notary Public within and for said County and State on this 29th day of May, 1929 personally appeared M. H. Collins President of the Collins Mortgage Company, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal, the date last above written.

Legal Seal

Hulda Lundsted
Notary Public

My commission expires December 10th, 1932

Recorded July 3, 1929 A. D. at 8:45 A. M.

MORTGAGE

THIS INDENTURE, made the 1st day of July A. D. 1929 between Elsie I. Price and John A. Price, her husband, and Mary L. Custerd, a widow of the County of Shawnee and State of Kansas, parties of the first part, and THE TOPEKA MORTGAGE AND INVESTMENT COMPANY, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Six Hundred And No/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged; do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

An undivided one third interest in The East Half (E½) of the North West Quarter (NW¼) of Sec. 14, Township 12, Range 17, except a tract for a cemetery, described as follows:

Commencing at a point 36 rods west of the North East corner of said Quarter Section; thence south 24 rods; thence West 24 rods; thence North 24 rods; thence East 24 rods to the place of beginning, containing 76.4 acres.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

AND THE SAID Elsie I. Price and John A. Price, her husband and Mary L. Custerd, a widow hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that whereas the said parties of the first part are justly indebted to the second party in the principal sum of Six Hundred And No/100 Dollars, according to the terms of a certain mortgage note or bond of even date herewith executed by said parties of the first part, in consideration of an actual loan of the sum aforesaid, payable to the order of the said second party with interest thereon from July 1, 1929 until maturity at the rate of six per cent per annum, payable semi-annually on the first days of January and July in each year, according to the terms of interest notes thereto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of The Topeka Mortgage and Investment Company in Topeka, Kansas, and all of said notes and indebtedness to draw ten per cent interest after maturity or default.

NOW, THEREFORE, if said parties of the first part shall perform all and singular the covenants herein contained; then this mortgage to be void, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said parties of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to obtain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$----- in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof.

AND it is agreed by said first parties that the party of the second part, its successors or assigns, may make any payment necessary to remove or extinguish any prior or outstanding title, lien or

Rec. No. 272

Filed July 3, 1929

Shawnee County, Kansas

Notary Public

My commission expires

December 10, 1932

Hulda Lundsted

Notary Public

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