

MORTGAGE RECORD 75

MORTGAGE

THIS INDENTURE, Made this 23rd day of May, A. D. 1929 between Ruth M. Price a single woman of Douglas County in the State of Kansas, of the first part, and The McCleery-Dudley Lumber Company of Shawnee County in the State of Kansas of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Five hundred seven and 40/100 (\$507.40) Dollars, the receipt of which is hereby acknowledged does by these presents, grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, all the following described Real Estate, situated in Douglas County and State of Kansas to wit:

All of Tract (50)x(117) Ft on Kentucky Street; south of block seven (7) in Babcock Addition to the city of Lawrence as fully set out in the following manner; beginning on the west line of Kentucky Street in the city of Lawrence at a point One Hundred and fifteen Feet (115) south of the south east corner of block (7) in Babcocks Addition to the city of Lawrence; thence south (50) feet; thence West (117) feet; thence Nor. (50) feet; thence east (117) feet to the place of beginning. This mortgage is second and junior to a first mortgage now of record payable to the Bankers Mortgage Company of Topeka, Kansas in the amount of (\$3,500.00) per the terms of same.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenance thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Ruth M. Price has this day executed and delivered one certain promissory note in writing to said parties of the second part, of which the following is a copy: Lawrence, Kansas, May 23rd/29 (\$507.40)

On or before one year after date, for value received, I, we or either of us promise to pay to the order of The McCleery-Dudley Lumber Company Five hundred seven and 40/100 Dollars at their office in Topeka, Kansas, with interest at six 7/8 per cent per annum after date until paid, interest payable semi annually.

The signers and endorser waive demand, protest and notice of non-payment.

Address 404 Main, St.

Lawrence, Kansas

No.

Due

Ruth M. Price

NOW, If said party of the first part shall pay or cause to be paid to said parties of the second part their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or some of money, or any part thereof or any interest thereon, is not paid when the same is due, and if the taxes and assessments of ever nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon shall, by these presents become due and payable and the parties of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand the day and year first above written.

Ruth M. Price

STATE OF KANSAS DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 25th day of May A. D. 1929 before me, the undersigned a Notary Public in and for the County and State aforesaid came Ruth M. Price a single woman who is personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official seal the day and year last above written.

Legal Seal

J. D. McNeill Notary Public

Term expires December 14th 1931

Recorded June 7th, 1929 A. D. at 5:50 P. M.

Clara C. Armstrong Register of Deeds

ASSIGNMENT

The Following is endorsed on the original instrument in Book 67 Page 270 Know all men by these presents:

That Mercer W. Gilmer and Lee J. Talbott of Jackson County, Missouri the within named assignees, in consideration of the sum of Seven Hundred Dollars to them in hand paid, the receipt of which is hereby acknowledged, do hereby sell and assign, transfer, set over and convey unto S. F. Beiderwell, his heirs and assigns, the within Mortgage Deed, the real estate conveyed and the promissory notes, debts and claims thereby secured, and the covenants therein contained.

To have and to hold the same forever, subject nevertheless, to the conditions herein contained.

In witness whereof the said mortgagees, assignees have hereunto set their hands this third day of June 1929.

Executed in presence of D. T. Shepherd

Lee J. Talbott Mercer W. Gilmer

State of Missouri SS. County of Jackson

Be it remembered, that on this the 3rd, day of June 1929, before me the undersigned a Notary Public in and for said county and state came Mercer W. Gilmer and Lee J. Talbott, who are personally known to me to be the same persons who executed the foregoing Assignment of Mortgage, and such persons duly acknowledged the execution of the same.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

LEGAL SEAL

J. C. Gilmer Notary Public

My term expires September 30th 1929.

Recorded June 10th, 1929 A. D. at 1:10 P. M.

Clara C. Armstrong Register of Deeds.

For Release in Book 137 page 687-