

MORTGAGE RECORD 75

SAIL BOOKS NORTH STATIONERY CO. KANSAS CITY MO 64101

ASSIGNMENT

(The following is endorsed on the Original Instrument in Book 65 Page 571)
 FOR VALUE RECEIVED, The Central Trust Co. hereby assigns the within Mortgage and the debt secured to Lamaille County Savings Bank & Trust Company, Hyde Park, Vermont February 17, 1925.

Corp. Seal

THE CENTRAL TRUST CO.

By Chester Woodward Vice President.

STATE OF KANSAS, SHAWNEE COUNTY, SS.

BE IT REMEMBERED, That on this --- day of Feb. 17, 1925 19-- before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Chester Woodward, Vice Pres. & Secy. of The Central Trust Co., a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

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

E. E. Lindblade

Legal Seal

Notary Public

Commission expires January 21st 1926 19--

Recorded August 21, 1929 A. D. at 3:30 P. M. *Elin E. Armstrong* Register of Deeds

ASSIGNMENT

(The following is endorsed on the original instrument in Book 74 Page 561)

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Edwin O'Donovan

STATE BANK OF LECOMPTON, LECOMPTON, KANSAS.
J. W. KREIDER CASHIER.CORP SEAL
STATE OF KANSAS
SS.

DOUGLAS COUNTY

Be It Remembered, that on this 24th, day of August, A. D. 1929 before me, the undersigned, a Register of Deeds in and for said County and State, came J. W. Kreider, Cashier of State Bank of Lecompton, Lecompton, Kansas the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

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

SEAL

Elin E. Armstrong,
Register of Deeds.Recorded August 24, 1929 A. D. at 11:45 A. M. *Elin E. Armstrong* Register of Deeds.

MORTGAGE

THIS INDENTURE, made the 22nd day of August A. D. 1929 between Willie H. Carson, a single man, and Jesse R. Carson and Leola B. Carson, his wife of the County of Douglas and State of Kansas, party of the first part, and H. W. Foster party of the second part, WITNESSETH, that the said party of the first part, in consideration of the sum of Three thousand 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, and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The South half of the Northwest Quarter of Section twenty-one (21), Township thirteen (13) Range twenty (20). Containing eighty (80) 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, his heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

AND THE SAID Willie H. Carson, Jesse R. Carson and Leola B. Carson 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 if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, his heirs or assigns, the principal sum of Three Thousand Dollars, on the first day of September A. D. 1934, with interest thereon at the rate of six per cent, per annum, payable on the first day of March and September in each year, together with interest at the rate of ten per cent, per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Willie H. Carson, Jesse R. Carson and Leola B. Carson and payable at the office of Petter Realty and Loan Company, Topeka, Kansas, and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

AND the said party 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, and any costs, charges, or attorney's fees incurred and paid by the said party of the second part, his heirs or assigns, in maintaining the priority of this mortgage.

ATTEST:

Wanda B. Beck
Register of DeedsReg. No. 327
No. 100-100000

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a Judgment of Foreclosure of the mortgage herein named was made by said District Court, on the 15th day of June, 1940, and that the same is duly recorded in Volume 114 of said Court's records, and I witness my hand this 4th day of July, 1940.

John Callahan
Clerk District Court