

MORTGAGE RECORD 75

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, I hereby sell and assign the Mortgage made by Edwin O'Donovan and Bertha L. O'Donovan his wife and recorded in Book 59 of Mortgages, at page 187 in the office of the Register of Deeds of Douglas County, Kansas, and the notes therein described, to C. B. Waddle.

AS WITNESS my hand at Baldwin Kansas, this 29 day of Aug. A. D. 1929.

Ada F. Waddle

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

On this 29 day of Aug 1929 before me, a Notary Public, in and for said County and State, came Ada F. Waddle 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

A. H. Kraft
Notary Public

My commission expires on the 16 day of Aug 1933.

Recorded August 30, 1929 A. D. at 9:05 A. M.

Ellen E. Armstrong Register of Deeds

CONTRACT

Reg. No. 362
Fee Paid 5.75

THIS AGREEMENT, MADE AND ENTERED INTO This 30 day of August 1929 by and between Sadie Caldwell, a widow, of Lawrence, Douglas County, Kansas, party of the first part and Rhoda Georgie and Char, Georgie her husband, of Douglas County, Kansas, parties of the second part, WITNESSETH, THAT for and in consideration of the hereinafter stated covenants and agreements the party of the first part agrees to convey to the parties of the second part, by good and sufficient Warranty Deed, the following described real estate situate in the City of Lawrence, Douglas County, Kansas, free and clear of all incumbrances except one certain first mortgage against said property for the sum of Four Hundred Dollars (\$400.00) in favor of the Lawrence National Bank, bearing interest at the rate of six and one-half per cent per annum (6½) and due in March 1933,

All of Lot Eighteen (18) in Block Seven (7) and known as Number Eight Hundred Twenty Four (824) Indiana Street,

And the parties of the second part hereby agree to purchase said real estate for the sum of Fifteen Hundred Dollars (\$1500.00) payable in the manner hereinafter set out: Fifty Dollars (\$50.00) cash in hand, the receipt of which is hereby acknowledged by the first party, and Fifteen Dollars on the first day of October, 1929, and thereafter Fifteen Dollars (\$15.00) on the first day of each succeeding month until the total balance of One Thousand Fifty (\$1050.00) shall have been paid; and the said parties of the second part hereby assume and agree to pay the first mortgage of \$400.00 above mentioned; all payments herein provided for shall be paid at the Lawrence National Bank, in Lawrence, Kansas. The deferred payments, other than said mortgage shall bear no interest if paid when due, if not paid when due then same shall bear interest at the rate of ten per cent per annum until paid.

And it is further agreed that the parties of the second part shall pay all taxes and assessments that may legally be levied upon said real estate or the improvements thereon at the time when the same becomes due subsequent to such taxes or assessments for 1928.

And it is mutually agreed by the parties hereto that in case the parties of the second part shall default or fail to make any of the payments as above covenanted and agreed on their part, then and in that event the said party of the first part may, at her option, declare this contract determined and forfeited, and the parties of the second part shall forfeit such payments as have by them been made under the terms of this contract, and such payments shall be retained by the party of the first part in full satisfaction of and in liquidation of all damages by her sustained, and she shall have the right to reenter said premises and take possession of the same and the parties of the second part hereby agree in the event of their failure to comply with the terms of this contract and forfeiture of same that they will deliver up peaceable possession of said property to the party of the first part, her agents or attorney.

It is further agreed by the parties of the second part that they will keep the buildings on said property insured in the sum of \$8888----- It is mutually agreed by the parties hereto that all the agreements and covenants herein contained shall extend to and be binding upon the heirs executors and assigns of each of the respective parties.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands this day of August, 1929.

(Her mark) X Sadie Caldwell
Rhoda Georgie
Charlie Georgie

STATE OF KANSAS
WYANDOTTE COUNTY, SS.

BE IT REMEMBERED, THAT on this 30th day of August 1929 before me, a Notary Public, came Sadie Caldwell to me known to be the same person who executed the within 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.

Legal Seal

Anna M. Everett
Notary Public

My Commission expires March 25, 1933

Recorded August 31, 1929 A. D. at 11:15 A. M.

Ellen E. Armstrong Register of Deeds
by *Ellen E. Armstrong* Dep.