

ASSIGNMENT.

For Value Received, I hereby sell, transfer and assign to Erwin C. Thoren, all my right title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by George H. Rothberger and wife Theresia Rothberger to Jeremias Schlegel, which mortgage is recorded in Book 58 of Mortgages, Page 242, in the office of the Register of Deeds in Douglas County, Kansas. In Witness Whereof, I have set my hand this 22nd day of March 1926.

Jeremias Schlegel

State of Kansas, :

: SS.

County of Douglas :

Be It Remembered, That on this 22nd day of March 1926 before me, a Notary Public in and for said County and State, came Jeremias Schlegel to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

LEGAL

SEAL

My Commission expires January 29th 1927. Adolph Lutz Jr. Notary Public.

Recorded January 11, 1930, A. D. at 1:50 P. M.

E. C. Cummings, Register of Deeds.

MORTGAGE

THIS INDENTURE, Made the 28th day of December A. D. 1929 between Joseph J. Phillips and Elizabeth A. Phillips, his wife 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 Five Thousand and no/100 dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

East Half of the Northwest Quarter of Section Twelve (12) Township Thirteen (13) Range Nineteen (19) East of the Sixth Principal Meridian,

Together with the privileges and appurtenances to the same belonging.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns, forever,

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

CONDITIONED, HOWEVER, That if Joseph J. Phillips and Elizabeth A. Phillips, his wife, said parties of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, on March 1st 1940 the sum of Five Thousand and no/100 Dollars with interest, according to the terms of a promissory note bearing even date herewith executed by Joseph J. Phillips and Elizabeth A. Phillips, his wife, said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgage, its successors or assigns, in said premises or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the building upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than----- dollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the building shall be kept insured for a sufficient amount also to comply with such co-insurance conditions), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forth with upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which satisfaction the parties of the first part agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies thereof duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premium and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage, and shall be due from and payable by the parties of the first part to the party of the second part, its successors or assigns; but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise.

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

Joseph J. Phillips
Elizabeth A. Phillips.Reg. No. 564
Fee Paid \$12.50

FRONT

For partial release, see 85-54
For release, see 85-60

For Partial Release, see Book 77, Page 373

For assignment, see Book 77, Page 373

For Original See Book 77, Page 67.

STATE

CLAY C

On

Elizab

instru

Legal

My com

Record

For

of is he

charges

(N) of

Nineteen

From

mortgag

page 411

covered

With

hereon in

Corp. Se

Attest G

Guy Fog

STATE OF

COUNTY OF

Bef

person

who sub

being b

for the

for the

Legal Se

My comm

Record

THI

Thirty b

of Kans

WIT

Thousan

part, th

these pr

and assi

Web and

of land

and 141

City, Do

TO

longing

and this

WHE

executed

by which

Hundred

rate of

notes ar

paid at

\$2155.06

One

Five

with

if i

8 pe