

SAML. DODSWORTH STATIONERY CO. KANSAS CITY, MO. 64104

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to J. J. Tobler all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Joseph J. Phillips & Elizabeth A. Phillips, to The Merchants Loan & Savings Bank, which mortgage is recorded in Book 69 of Mortgages Page 286 in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set our hand this 28th day of January 1930.

The Merchants Loan & Savings Bank
By F. C. Whipple
Cashier

Legal Seal

STATE OF KANSAS,
DOUGLAS COUNTY, KS.

BE IT REMEMBERED, That on this 28th day of January 1930 before me a Notary Public in and for said County and State came F. C. Whipple, Cashier of The Merchants Loan & Savings Bank, 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 Sept. 10, 1931

Jane Sheets Notary Public

Recorded January 28, 1930 A. D. at 4:15 P. M.

Elmer S. Armstrong Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 1st day of February, A. D. 1930, by and between George Ecke and Marian Ecke, his wife, of Lawrence, Douglas County, Kansas, hereinafter called the parties of the first part, and M. G. Bowersock, of Lawrence, Douglas County, Kansas, hereinafter called the party of the second part,

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Thirty five Thousand (\$35,000.00) Dollars, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain sell convey and confirm unto the said party of the second part and to her heirs and assigns, forever, all of the following described tract, piece or parcel of real estate, to-wit:

All of Lot Numbered fifty-seven (57) on
Massachusetts Street, in the City of Lawrence,
in Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the said party of the second part, and to her heirs and assigns, forever.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, except a certain lease hereinafter referred to, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, forever, against the lawful claims of all persons whomsoever, except under said lease.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST: The said parties of the first part have this day made, executed and delivered to the said party of the second part nine promissory notes of even date herewith, by which they promise to pay to the said party of the second part, or order, for value received Thirty five Thousand (\$35,000.00) Dollars, due \$2,000.00 each on May 1, 1932, May 1, 1933 and May 1, 1934, \$2500.00 each on May 1, 1935 and May 1, 1936, \$3,000.00 on May 1, 1937, \$3,500.00 each on May 1, 1938 and May 1, 1939 and \$14,000.00 on May 1, 1940, with interest from date to maturity at the rate of 5% per cent per annum, payable semi-annually on the first days of May and November in each year, both principal and interest are payable at the Lawrence National Bank, Lawrence, Kansas, and bear interest from maturity until paid at the rate of 10 per cent per annum, payable semi-annually.

SECOND: Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected, or to be erected upon the above described premises in responsible insurance companies, acceptable to the legal holder or holders of the notes secured by this mortgage, to the amount of Thirty five Thousand (\$35,000.00) Dollars, or to their full insurable value if less than Thirty five Thousand (\$35,000.00) Dollars, bearing clauses making the loss, if, any, payable to the Lawrence National Bank in trust for the parties in interest. And it is further agreed that every such policy of insurance shall be deposited with and held by said Lawrence National Bank as collateral or additional security for the payment of the money secured hereby in accordance with a certain Trust Agreement of this date between said parties of the first part and said Bank; and said Lawrence National Bank shall have the right to collect and receive any and all monies which may at any time become payable and receivable thereon, and apply the same when received in accordance with the terms of said trust agreement. Said parties of the first part agree to pay the premium or premiums, costs, charges and expenses upon or in connection with all said insurance. And in default thereof, said party of the second part may, at her option, effect such insurance and pay the premiums on such insurance by whomsoever effected, and any amounts so paid shall be an additional lien on said mortgaged property hereunder with interest thereon at 10 per cent per annum from the date of such payment.

THIRD: Said parties of the first part further agree to keep all buildings and other improvements upon said premises in good repair and condition and to abstain from the commission of waste on said premises until the notes hereby secured are fully paid.

Rep. No. 584
Fee Paid \$47.50

See Release on Book 56 page 411