

# MORTGAGE RECORD No. 77

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SAME DUES WORTH STATIONERY CO KANSAS CITY MO 64111

## ASSIGNMENT

FOR VALUE RECEIVED, We hereby sell, transfer and assign to J.W. Cohen all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Leota Blanche Klein, a widow, to The Merchants Loan & Savings Bank, which mortgage is recorded in Book 76 of the Register, Page 73 in the office of the Register of Deeds in Douglas County, Kansas. IN WITNESS WHEREOF, We have hereunto set our hand this 17th day of March 1930.

Corp. Seal

The Merchants Loan & Savings Bank  
By A. F. McClanahan  
Vice President.

STATE OF KANSAS,  
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 17th day of March 1930 before me a Notary Public in and for said County and State, came A. F. McClanahan, Vice President 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 March 17, 1930 A. D. at 3:10 P. M.

*Chas. E. Cunningham* Register of Deeds

## MORTGAGE

THIS INDENTURE, Made this 5th day of March in the year of our Lord one thousand nine hundred thirty between the Sigma Alpha Epsilon Fraternal Association, a Corporation of Lawrence, in the County of Douglas, and State of Kansas, of the first part, and Dinmore Alter, of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of Thirty-eight Hundred Dollars, to it duly paid, the receipt of which is hereby acknowledged has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit: All of the South Ten (10) feet of Two (2) and Nineteen (19) and the North Forty-five (45) feet of Lots Numbered Three (3) and Eighteen (18) as shown on Plat of University Heights filed July 1st, 1909, in the Office of the Register of Deeds of Douglas County, Kansas, and as shown by Supplemental Dedication filed June 5th 1910, in Book 84 at Page 294 of Records in the office of said Register of Deeds with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Sigma Alpha Epsilon Fraternal Association, a Corporation does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances, and that it will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Thirty Eight Hundred Dollars, according to the terms of one certain promissory note this day executed by the said Sigma Alpha Epsilon Fraternal Association, a Corporation to the said party of the second part; said note being given for the sum of Thirty-eight Hundred Dollars, dated March 5, 1930 due and payable on May 1, 1937 years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 14 coupons of ---dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Thirty-eight Hundred Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part, his executors administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any therebe, shall be paid by the party making such sale, on demand to the said party of the first part its successors and assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set its hands and seal the day and year last above written.

Signed, sealed and delivered in presence of  
ATTEST: John B. Gage  
Secretary

SIGMA ALPHA EPSILON FRATERNAL ASSOCIATION  
By Chas. B. Shaeffer (Seal)  
President

Corp. Seal.

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby

As witness my hand this 12th day of March A. D., 1936.

Attest:

*J. G. Shepard*  
*Edwin J. Carlson*

*Lda M. Allen*

This Release was written on the original Mortgage & entered this 16th day of March 1936  
*Harold Rink*  
Reg. of Deeds  
*Frank Wilcox*  
Deputy

Reg. No. 695  
Fee Paid \$9.50

See Assignment to City Book 677 Page 24 of 1928