

SAML DOWNSWORTH STATIONERY CO KANSAS CITY MO 64114

foregoing mortgage deed and duly acknowledged the execution of the same to be their voluntary act and deed.

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

Legal Seal

My commission expires Oct. 23d 1933

Chas. W. Hemphill
Douglas County, State of Kansas.

Recorded July 16, 1930 A. D. at 9:30 A. M.

Chas. W. Hemphill Register of Deeds

ASSIGNMENT

(The following is endorsed on the original instrument recorded in Mortgage Book 76 Page 142)

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Wm. Simon.

D. Coen Byrn.

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, that on this 18th day of July A. D. 1930 before me, the undersigned, a Notary Public in and for said County and State came D. Coen Byrn 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 Notarial Seal the day and year last above written.

Legal Seal

My Commission Expires January 22nd 1933.

Wm. LaCoss Notary Public

Recorded July 22, 1930 A. D. at 10:30 A. M.

Wm. LaCoss Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 23rd day of July in the year of our Lord one thousand nine hundred thirty between G. J. Bahmaier, Widower of--- in the County of Douglas and State of Kansas, of the first part, and Lawrence National Bank of Lawrence Kansas of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Forty five hundred thirty five Dollars, to him 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 its 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: South east quarter section five, township twelve range eighteen and the south one eighth of the North east quarter section five, township twelve, range eighteen with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said G. J. Bahmaier, widower do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he 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 Forty-five hundred thirty-five Dollars, according to the terms of one certain promissory note this day executed by the said G. J. Bahmaier to the said party of the second part; said note being given for the sum of Forty-five hundred thirty-five Dollars, dated July 23, 1930 due and payable in 90 days from date thereof, with interest thereon from the date thereof until said according to the terms of said note. And this conveyance shall be void if such payment be made as in said note 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 said mortgagee, in the sum of -----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 its executors, administrators, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraise 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 there be, shall be paid by the party making such sale, on demand, to the said G. J. Bahmaier heirs and assigns.

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

G. J. Bahmaier

Reg. No. 906
File No. 1172

Recorded Nov. 2, 1931
Wm. LaCoss
Register of Deeds

The following is a true and correct copy of the original instrument.
The notary herein has read the foregoing and in full, this mortgage is hereby
witnessed and the law thereby created observed.
Attest my hand this 6th day of December A.D. 1931
Chas. W. Hemphill
Register of Deeds