

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

MORTGAGE

THIS INDENTURE, Made this 26th day of September in the year of our Lord, one thousand nine hundred and thirty between Joseph R. Payne and Josephine S. Payne, his wife, of 1025 Alabama Street, Lawrence, in the County of Douglas and State of Kansas of the first part, and Elmer Underwood of the second part, WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred 00/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to said party of the second part, his heirs and assigns, all that tract and parcel of land, situated in Douglas County, Kansas, and described as follows, to-wit: Lot Seven (7) Block Twenty-seven (27) Quivera Place, City of Lawrence, with the appurtenances and all the estate, title and interest of the said parties of the first part therein. 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 good and indefeasible estate of inheritance therein free and clear of all encumbrances except a mortgage of \$1500.00 to Elmer Underwood, dated March 23rd. 1929.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of Five Hundred 00/100 Dollars, according to the terms of a certain real estate bond, this day executed by the said Joseph R. Payne and Josephine S. Payne to the said party of the second part Bond due April 1st 1934 with interest according to the tenor of seven interest coupons thereto attached. Principal and interest payable at the Bankers Trust Company, New York City, New York, and subject to 10% interest after maturity.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, 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 first parties or to their heirs and assigns.

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

Joseph R. Payne (Seal)
Josephine S. Payne (Seal)

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 27th day of September A. D. 1930 before me, a Notary Public in and for said County and State, came Joseph R. Payne and Josephine S. Payne, his wife, to me personally known to be the same persons who executed the foregoing instrument, 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

My commission expires on the 13th day of January 1930.

John C. Enick Notary Public

Recorded September 27, 1930 A. D. at 10:30 A. M.

Elmer Underwood

Register of Deeds

ASSIGNMENT

(The following is endorsed on the original instrument recorded in mortgage book 59 page 491)

KNOW ALL MEN BY THESE PRESENTS:

That Henry J. Miller of Johnson County, in the State of Kansas assignee of the within named mortgagee in consideration of the sum of Ten Dollars to him in hand paid, the receipt of which is hereby acknowledged does hereby sell, assign, transfer, set over and convey unto, William Stoll heirs and assigns, without recourse the within Mortgage Deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME, forever; subject nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee has hereunto set his hand this 6th day of August 1923.

Henry J. Miller

STATE OF MISSOURI,
COUNTY OF JACKSON, SS.

BE IT REMEMBERED, That on this 6th day of August A. D. 1923 before me, the undersigned a Notary Public in and for said County and State, came Henry J. Miller who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Legal Seal

Term expires October 5th 1926

E. H. Winstead
Notary Public in and for said County and State.

Recorded September 29, 1930 A. D. at 4:25 P. M.

Elmer Underwood

Register of Deeds

See No. 997
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(The following is endorsed on the original instrument)
The 10 share 100 shares have been paid in full it is hereby acknowledged by the original instrument of this 18th day of June 1931
Elmer Underwood
Notary Public

Notary Public
County of Jackson
State of Missouri
Recorded September 29, 1930 A. D. at 4:25 P. M.