

MORTGAGE RECORD No. 77

351

SAM L DODD WORTH STATIONERY CO KANSAS CITY MO 66114

ASSIGNMENT

FOR VALUE RECEIVED, I hereby assign and set over to E. G. Drake & Co. all my right, title and interest in and to a certain mortgage made by Joseph H. Dyer dated February 23, 1923 and recorded in book 64 page 27 of the records of Douglas County Kans. together with the notes secured thereby.

Witness G. F. Nash

E. E. McCorkle

STATE OF MISSOURI,
JACKSON COUNTY, SS.

I, a Notary Public in and for said county, do hereby certify that E. E. McCorkle personally known to me to be the identical person who executed the foregoing assignment appeared before me this day in person and acknowledged the same to be his free and voluntary act.
IN WITNESS WHEREOF, I hereto affix my hand and seal this 16th day of March 1923.

Legal Seal

My commission expires October 25, 1923.

J. John Gillis Notary Public

Recorded Sept. 18, A. D. 1931 at 3:55 P. M.

Edie E. Armstrong Register of Deeds

MORTGAGE

Reg. No 10562

Fee Paid \$2.50

THIS INDENTURE, Made this twenty-second day of September in the year of our Lord nineteen hundred thirty-one between Charles I. Grant and Ola M. Grant, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The First National Bank, a banking corporation of Lawrence, Kansas, of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreement and advancements hereinafter specified to them duly paid, the receipt of which is hereby acknowledged have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors 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: Lot One Hundred Fifty (150) on Connecticut Street, in the City of Lawrence, Kansas, with all the appurtenances and all the estate, title and interest of the parties of the first part therein.

And the said Charles I. Grant and Ola M. Grant, his wife, 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 incumbrances except one mortgage on record payable to the Lawrence Building & Loan Assn.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale to retain the amount then due for the principal and interest, together with the cost 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 said parties of the first part their heirs and assigns.

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

Charles I. Grant (Seal)
Ola M. Grant (Seal)

Signed sealed and delivered in presence of

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 22nd day of September A. D. 1931 before me, the undersigned, a Notary Public in and for said County and State came Charles I. Grant and Ola M. Grant, his wife, to me personally known to be the same persons who executed the foregoing instrument of writing 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 January 27, 1935

F. C. Whipple Notary Public

Recorded September 24, A. D. 1931 at 3:35 A. M.

Edie E. Armstrong Register of Deeds

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the loan duly credit discharged.
by witness whereof, The said corporation, the mortgagor, has caused this release to be signed by
its vice-president cashier and the corporate seal to be here affixed
John C. Whipple Vice-President

Cof
Seal

This Release
was written
on the original
mortgage
on the 24th
day of September
1931
Edie E. Armstrong
Register of Deeds
Lawrence, Kansas
Duly Acknowledged
and Recorded
in the office of
the Register of Deeds
of Douglas County
Kansas
Date of Acknowledgment
September 24, 1931