

SAML BOGGS WORTH STATIONERY CO KANSAS CITY MO 64104

## ASSIGNMENT

(The following is endorsed on the original instrument recorded in Mortgage Book 74 page 476)  
For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Hovey J. Hanna

Fred Gies  
Greta Gies

State of Kansas }  
County of Douglas } SS:

BE IT REMEMBERED, that on this 19 day of January A. D. 1929 before me, the undersigned, a Notary Public in and for said County and State, came Fred Gies and Greta Gies the mortgagees named in the foregoing mortgage to me known to be the same persons who 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

19

D. F. Smith  
Clerk Dist. Court

Recorded Nov. 5, A. D. 1931 at 2:40 P. M.

*E. E. Cunningham* Register of Deeds

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FIRST MORTGAGE  
(Kansas)

THIS MORTGAGE made this 15th day of October A. D., 1931, between J. C. Hoggatt and Minnie Hoggatt, His Wife, of Wyandotte County and State of Kansas (the first party hereto); and PHOENIX JOINT STOCK LAND BANK OF KANSAS CITY, (a Corporation organized and existing under an Act of Congress of the United States of America, known as "The Federal Farm Loan Act") having its principal office in Kansas City, County of Jackson and State of Missouri, (the second party hereto);  
WITNESSETH, That said first party, for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 Dollars, in hand paid, by the party of the second part, receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed and by these presents does grant, bargain, sell, convey and confirm unto said second party, and to its successors and assigns forever, all the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

The South 120 acres of the Southeast Quarter of Section 6, Township 14, Range 21, less the following described tract: beginning at the Southeast Corner of said section; thence North 1960 feet; thence west 889 feet; thence South 1960 feet to the South boundary of said section; thence East 889 feet to the beginning, said excepted tract containing 40 acres.

TO HAVE AND TO HOLD the same, together with all buildings and improvements now or at any time hereafter located thereon, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, unto the said party of the second part, its successors and assigns forever.

First party hereby covenants and agrees with said second party that said first party is now lawfully seized in fee of said premises, and has good right to sell or convey the same and that same are free and clear of all liens and encumbrances, except as herein stated, and that said first party will forever warrant and defend the same against all lawful claims of all persons whomsoever.

Provided always, and these presents are upon the express condition that, whereas, the said first party is justly indebted unto said second party in the principal sum of ONE THOUSAND FIVE HUNDRED AND NO/100 Dollars, for a loan thereof made by said second party to said first party, as evidenced by a certain promissory note of even date herewith, made, executed and delivered by first party and payable to the order of said second party at its office in Kansas City, Missouri, in the principal sum of ONE THOUSAND FIVE HUNDRED AND NO/100 Dollars, with interest from date thereof at the rate of SIX per centum per annum, both interest and principal being payable on an amortization plan, and in accordance with the provisions of the Federal Farm Loan Act, as amended, in FORTY semi-annual installments, as follows: Thirty-nine semi-annual installments of SIXTY-FIVE AND NO/100 Dollars each, the first installment of which is payable on the first day of April, 1932, and with a like installment payable on the first day of each succeeding October and April thereafter, to and including April First, 1951, and a final installment of FIFTY-SIX AND 96/100 Dollars, payable on the first day of October, 1951, all on the amortization plan and in accordance with the amortization tables provided by the Federal Farm Loan Board. Said note provides that defaulted payments shall bear simple interest at the rate of eight per centum per annum. Said note further provides that after five years from the date hereof first party may, upon any regular installment date, make in advance any number of payments or any portion thereof on account of principal or pay the entire principal under the rules and regulations of the Federal Farm Loan Board. Said note further provides that such payments shall not operate to reduce thereafter the amount of the semi-annual payments as to defer the date of any payment therein contracted to be made, but shall operate to discharge the debt evidenced by said note at an earlier date by reducing the number of future payments in proportion to the number of such semi-annual installments paid. Said note further provides that in case of default in the payment of any installments when due or in the performance of any of the covenants or agreements contained in this mortgage that then, or at any time thereafter during the continuance of such default, second party, may at its option, with or without notice, declare the whole debt, both principal and interest immediately due and payable.

Now, if the said first party shall pay the aforesaid indebtedness, both principal and interest according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents shall be void and shall be released at the cost of the first party; otherwise to remain in full force and effect.

First party hereby further covenants, promises and agrees to and with said second party as follows, to-wit: (1) To use the entire amount of the money borrowed from said second party and secured hereby for the purposes set out in first party's written application therefor; (2) To pay when due all taxes, liens, judgments or assessments which may be lawfully assessed against the land mortgaged; (3) To keep insured to the satisfaction of the Federal Farm Loan Board, all buildings the value of which was a factor, if any, in determining the amount of this loan; that for this purpose and for the further protection of second party, but without limiting in anywise the foregoing undertaking, to procure and keep in force as long as any part of the indebtedness hereby secured shall remain unpaid, policies of fire and tornado insurance covering all insurable buildings which now are or may hereafter be on said premises, in such form and with such insurer(s), and

Cunningham

E. E. Cunningham - Sec. Office 77, Jan. 20, 1932