

ASSIGNMENT

(The following is endorsed on the original instrument recorded in Mortgage Book 70, Page 51)

FOR VALUE RECEIVED, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to KANSAS BANKERS SURETY COMPANY Topeka, Kansas. October 13, 1932

Corporate Seal

THE CENTRAL TRUST CO.,
By J. E. Merriam
Vice-President.

STATE OF KANSAS, SHAWNEE COUNTY, SS.

BE IT REMEMBERED, That on this 13th day of October A. D. 1932, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. E. Merriam Vice President of The Central Trust Co., a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

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

Legal Seal
(Commission expires March 5th 1936)

Helen M. Goodyear
Notary Public

Recorded Oct. 15, A. D. 1932 at 9:00 A. M.

E. D. Smith Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 20th day of September, 1932, in the year of our Lord one thousand nine hundred thirty-two, between Ida Migliario, 2116 West 6th St. City of Topeka in the County of Shawnee and State of Kansas, of the first part, and Verla B. Meek 300 Leland Street, Topeka, Kansas, of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Three Thousand and No/100 DOLLARS, to her 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, her 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: Beginning at the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of Sec. 3, Twp. 12, R. 18, and running east 110 Rods and 7 Links to the West boundary line of land deeded by Luther Cone to Margaret M. McIntosh; thence South on said line 95 Rods; thence West 40 Rods, 7 Links; thence North 13 Rods and 10 inches; thence West 51 Rods; thence North 22 Rods, less 10 inches, to the place of beginning, containing 60 acres more or less in Douglas County, Kansas, and beginning at the Southeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Sec. 3, in Twp. 12, R. 18, thence North 65 rods, thence west 98 rods, thence south 65 rods, thence east 98 rods, to the place of beginning, containing 40 acres in Douglas County, State of Kansas. Both of said tracts constituting 100 acres of land in one contiguous tract, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Ida Migliario, of the first part does hereby covenant and agree that at the delivery hereof she 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 she 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 Three Thousand and No/100 DOLLARS, according to the terms of Sixty-One certain promissory notes this day executed by the said Ida Migliario to the said party of the second part; said notes being given for the sum of One note for \$3000.00, 60 notes for \$50.00 plus 7% interest DOLLARS, dated September 20, 1932, due and payable in monthly installments principal and interest from date hereof with interest thereon from the date thereof until paid, according to the terms of said notes and coupons thereto attached.

And this conveyance shall be void if such payments be made as in said notes and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agrees 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 Three Thousand and No/100 Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest 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 ten 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 notes, 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, her executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law—appraisal hereby waived or not, at the option of the party of the second part, her 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 there be, shall be paid by the party making such sale, on demand, to the said Ida Migliario, her heirs or assigns.

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

Signed and delivered in presence of

Ida Migliario (SEAL)
Ida Migliario (SEAL)

Reg. No. 1932
Fee Paid 7.00

For release
see book 89
page 73.

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