

# MORTGAGE RECORD No. 77

609

## AGREEMENT FOR EXTENSION OF MORTGAGE

Lawrence, Kansas, January 28, 1935.

The undersigned hereby covenant that they are the legal owners of the premises conveyed to The Merchants Loan & Savings Bank by a Mortgage, dated April 1, 1930, made by Beulah V. White & Ben E. White, and Ethel M. Filkin & Roy S. Filkin, and duly recorded in Douglas County, Kansas, Book 76, on page 99, to which Mortgage was given to secure the payment of a note or bond for the sum of \$2500.00, payable April 1, 1935, to The Merchants Loan & Savings Bank, or order, upon which note or bond there remains unpaid the sum of \$2500.00, of principal money; and in consideration of the extension of the time for the payment thereof for the term of two years from maturity, hereby agrees to assume said indebtedness and to pay interest upon said principal sum, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of six per cent per annum, payable semi-annually, for and during said term of extension, according to the tenor and effect of the extension coupons hereto attached; both principal and interest to be paid, when due, at the The First National Bank, Lawrence, Kansas; and in case of default in payment of any of said extension coupons, or in case of non-payment of taxes or breach of any of the covenants contained in said mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

Beulah V. White Ben E. White  
Ethel M. Filkin Roy S. Filkin

Recorded Apr. 1, A. D. 1935 at 9:00 A. M.

*Edw. E. Condit* Register of Deeds

## ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, I hereby sell, transfer and assign to The First National Bank, Lawrence, Kansas, all my right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by The Trinity Episcopal Church, to Anna Lander, which mortgage is recorded in Book 76 of Mortgages, Page 17, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand this third day of April 1935.

Mrs. Anna H. Lander

State of Kansas, }  
Douglas County, } SS.

BE IT REMEMBERED, That on this 3rd day of April A. D. 1935, before me, F. C. Whipple, a Notary Public in and for said County and State, came Anna Lander, to me personally known to be the same person 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 Jan. 17, 1935.

F. C. Whipple  
Notary Public

Recorded April 5th, A. D. 1935 at 8:30 A. M.

*Edw. E. Condit* Register of Deeds

## MORTGAGE

THIS INSTRUMENT, Made the 6th day of February A. D. 1935, between U. S. Rucker and Rosa A. Rucker, his wife parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office at number 393 Seventh Avenue, New York City, N. Y., party of the second part;

WITNESSETH, That the said parties of the first part, in consideration of Fifty-six Hundred and No/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors or assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

West Sixty (60) acres of Southeast Quarter and East Fifteen (15) acres of Southwest Quarter, all in Section Eleven (11), Township Thirteen (13) South, Range Nineteen (19), East of the Sixth Principal Meridian

and containing 75 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereto belonging unto the said party of the second part, its successors or assigns forever.

And the said parties of the first part 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, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and