

MORTGAGE RECORD No. 79

ASSIGNMENT

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Kew Valley State Bk. Eudora, Kansas, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Ashley E. Garrett to _____, which mortgage is recorded in Book 66 of Mortgages Page 620, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, we have hereunto set our hand this 27th day of Feb. 1927

Corp. Seal

The Home State Bank of Eudora, Eudora, Kansas.
by Adolph Lotz Jr. President.

STATE OF KANSAS)
) SS.
Douglas County,)

BE IT REMEMBERED, That on this 27th day of Feb. 1927, before me, a Notary Public in and for said County and State, came Adolph Lotz Jr., President of the Home State Bank of Eudora, Eudora, Kansas to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

Legal Seal

My commission expires Apr. 21, 1927

H. A. Schubert
Notary Public.

Recorded Jan. 11", A. D. 1934 at 11:45 A. M.

Edna S. Crumley
Register of Deeds

MORTGAGE

Loan No. 14-A-187
Application No. 14-A Douglas 12

THIS INDENTURE, Made this 8th day of January, A. D. Nineteen Hundred and Thirty four, by and between J. A. Lyons and Jennie Lyons, Husband and Wife in the County of Douglas, and State of Kansas, parties of the first part, and the Home Owners' Loan Corporation, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three thousand twenty-seven and 04/100 DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE AND WARRANT to the said party of the second part and to its successors and assigns forever, all of the following-described real estate, lying and situate in the County of Douglas, and State of Kansas, to-wit:

Lot One hundred forty-eight (148) on New York Street in the City of Lawrence,

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, unto the said party of the second part, its successors and assigns forever;

PROVIDED, HOWEVER, That if the said parties of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the sum of money hereinafter stated and as herein provided according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Mortgageors and payable at the office of said Corporation in Washington, D. C., which note represents a just indebtedness and actual loan from said Corporation to said Mortgageors and shall perform all and singular the covenants herein contained, then this mortgage to be void and to be released at the expense of the said Mortgageors, otherwise to remain in full force and effect.

The said obligors, for themselves, their heirs, executors, administrators and assigns, hereby covenant and agree;

Whenever there is a reference in the covenants and agreements herein contained, to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of the law) of the same.

For value received and the consideration of aforesaid, the Mortgageors herein hereby obligate themselves to pay to the Corporation at its office in Washington, D. C., or to its successors or assigns, the principal sum of \$3027.04; with interest at the rate of 5 per cent per annum on the unpaid balance and said principal and interest shall be payable \$23.94 monthly, from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that the borrower may pay a sum of \$12.61 monthly, from date until June, 1936, representing interest only on said debt, at his option, provided all other conditions and covenants of his note and the instruments securing the same are promptly met, and thereafter the monthly payment shall be \$28.00 per monthly, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full.

It is further agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety (90) days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property and deliver the official receipts therefor to the Corporation, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Home Owner's Loan Corporation, its legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per cent (6%) per annum.

To pay all and singular the costs, charges and expenses, reasonable incurred or paid at any time by said Home Owners' Loan Corporation, its legal representatives or assigns, because of the failure on the part of the said obligors, their heirs, executors, administrators or assigns, to perform,

ATTEST:
Harold A. Buck
Register of Deeds

Fred W. Kuhn
Squid

2 JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a duplicate of the foregoing instrument was made by me and filed in the office of the Register of Deeds in Douglas County, Kansas, on the 11th day of January, 1934, at 11:45 A. M. and that the same is duly recorded in Book 66 of Mortgages Page 620, in the office of the Register of Deeds in Douglas County, Kansas.