

MORTGAGE RECORD No. 79

ACKNOWLEDGMENT

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this ninth day of March, A. D. Nineteen Hundred and Thirty-four before me, the undersigned, a Notary Public in and for said County and State, came Arthur A. Hill and Maude Hill, husband and wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY 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 July 29, 1937

Albert B. Martin
Notary Public.
Douglas County, Kansas

Recorded March 9th, A. D. 1934 at 3:15 P. M.

Edw. R. R. R. Register of Deeds

ASSIGNMENT

FOR VALUE RECEIVED, I hereby sell, transfer and assign to W. E. Spalding, all my right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Edward S. Lemon and Olive Lemon, his wife to Watkins National Bank, which mortgage is recorded in Book 74 of Mortgages, Page 223, 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 January 1930.

Julius Marks
Without Recourse

STATE OF KANSAS }
Douglas County, } ss.

BE IT REMEMBERED, That on this third day of January 1930, before me, a Notary Public in and for said County and State, came Julius Marks 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 March 22, 1930.

T. J. Sweeney Jr.
Notary Public.

Recorded March 9th, A. D. 1934 at 4:30 P. M.

Edw. R. R. R. Register of Deeds

MORTGAGE

THIS INDENTURE, Made the 30th day of December A. D. 1933, between John C. Wilson and Cora M. Wilson, 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 Three Thousand 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 Half of the Southeast Quarter of Section Three (3), Township Fourteen (14)
South, Range Twenty (20), East of the Sixth Principal Meridian

and containing 80 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto 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 defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, That whereas, the said parties of the first part, are justly indebted to the said The Equitable Life Assurance Society for money borrowed in the principal sum of Three Thousand and no/100 Dollars, to secure the payment of which, the parties of the first part, have executed and delivered to the said The Equitable Life Assurance Society a certain promissory note in the sum of Three Thousand and no/100 Dollars, bearing even date herewith and payable to the order of the The Equitable Life Assurance Society, its successors or assigns, according to the tenor and effect of said note, with interest thereon from March 1st, 1934 to maturity, at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable annually, until paid.

And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof,

Vol. No. 2350
Page 72

See not page 72