

MORTGAGE RECORD No. 79

ASSIGNMENT

(The following is endorsed on the original instrument recorded in Mortgage Book 73, Page 440)

KNOW ALL MEN BY THESE PRESENTS, That F. L. Campbell, Receiver, for the Bankers Mortgage Co. of Topeka, Kansas, a Corp., Shawnee County, in the State of Kansas, the within named mortgagee, in consideration of One and other valuable consideration DOLLARS to it in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto R. H. Garvey his heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named.

In Witness Whereof, The said mortgagee has hereunto set its hand this 11th day of December 1933.

Executed in presence of

F. L. Campbell Receiver,
Bankers Mortgage Co. of Topeka, Kansas.

STATE OF KANSAS, }
Shawnee County } sc.

BE IT REMEMBERED, That on this 11th day of December A. D. 1933 before me, Carolyn Blitz a Notary Public in and for said County and State, came F. L. Campbell, Receiver, for the Bankers Mortgage Co. of Topeka, Kansas, a Corp. 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. 16, 1937

Carolyn Blitz
Notary Public.

Recorded Mar. 21, A. D. 1934 at 9:35 A. M.

Emmeline Register of Deeds

MORTGAGE

Loan No. 14A 527
Application No. 14A Douglas 2

THIS INDENTURE, Made this 18th day of March, A. D. Nineteen Hundred and Thirty Four, by and between Edward S. Lemon and Olive Lemon, 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 One thousand three hundred eighteen and 54/100 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 Number One Hundred Eighty-two (182) on Ohio Street, in the city of Lawrence in Douglas County, Kansas.

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 Mortgagors 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 Mortgagors 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 Mortgagors, 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 Mortgagors 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 \$1318.54, with interest at the rate of 5 per cent per annum on the unpaid balance and said principal and interest shall be payable \$10.43 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 \$5.49 monthly, from date until June, 1935, 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 \$12.20 per month, 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 Owners' Loan Corporation, its legal representatives or assigns, may at any time pay the same without making 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, reasonably incurred or paid at any time by said Home Owners' Loan Corporation, its legal representatives or assigns, because of the failure on

ATTEST:
Handwritten signature
Register of Deeds

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a true and correct copy of the foregoing instrument was made by said District Court, on the 1st day of April, 1934, and that the same is duly recorded in Journal, 9th page 166.

Witness my hand this 29th day of April, 1934.
John Callahan
Clerk District Court