

MORTGAGE RECORD No. 79

ASSIGNMENT

For value received, I, the undersigned, W. A. Simon administrator of the estate of Wm. Simon deceased, hereby sell, assign, transfer, set over and deliver unto W. A. Simon, the within mortgage, executed by Mrs. R. F. Goodrick to Wm. Simon, covering the following described property to-wit:

Lot No. Eighty three (83) on Delaware Street, and Lot Lot eighty three (83) on Delaware Street, in Earl's Addition, in the city of Lawrence Douglas County Kansas,

said mortgage being recorded in the office of the Register of Deeds of Douglas County Kansas in Mortgage Book No. 72 page 350.

W. A. Simon
Administrator of the estate of
Wm. Simon deceased.

State of Kansas, Douglas County, SS.

Be It Remembered that on this the 7th day of October 1933 before me the undersigned, a Notary Public in and for said county and state, came W. A. Simon administrator of the estate of Wm. Simon, deceased, to me personally known to be the same person who executed the above and foregoing assignment, and such person duly acknowledged the execution of the same.

In Witness whereof I have hereunto set my hand and affixed my official seal on the day and year last above written.

Legal Seal

Myrtle McConnell
Notary Public

My Commission expires January 23, 1935.

Recorded October 26, A. D. 1934 at 9:20 A. M.

Wm. A. Simon Register of Deeds

MORTGAGE.

This Mortgage, Made the 23rd day of October in the year of Our Lord One Thousand Nine Hundred thirty-four by and between Charles Doty and Lulu M. Doty, his wife of the County of Jackson and State of Missouri parties of the first part, and Henry E. Brown and Flora Elsie Brown parties of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Fourteen Hundred (\$1400.00) & no/100 DOLLARS, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, and to their heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The South one half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty (20), in Township Thirteen (13), South of Range Twenty (20), East, being eighty acres, more or less according to the recorded plat thereof.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said parties of the second part, and to their heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Charles Doty and Lulu M. Doty, his wife the said parties of the first part have this day made, executed and delivered to the said parties of the second part their Promissory Note of even date herewith, by which they promise to pay to the said Henry E. Brown and Flora Elsie Brown or order, for value received Fourteen Hundred (\$1400.00) & no/100 DOLLARS, due on or before October 23rd 1937 with interest from date to maturity at the rate of six per cent per annum, payable annually, both principal and interest notes are payable at Commerce Trust Company, Kansas City, Missouri and bear interest from maturity until paid at the rate of eight per cent per annum, payable annually.

Now, If the said Charles Doty and Lulu M. Doty shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said parties of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the parties of the second part, their heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part their heirs and assigns, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Fourteen Hundred Dollars, for the benefit of the said parties of the second part or his assigns; and in default thereof said parties of the second part may at his option effect such insurance in their own names, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof said Charles Doty and Lulu M. Doty are the lawful owners of the premises above granted and seized of

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For full description of Mortgage see Book 97 Page 363
In compliance with the 18th Sec. of Art. 18