

MORTGAGE RECORD No. 79

ASSIGNMENT

(The following is attached to the original instrument Recorded in Mortgage Book 49 Page 107)

FOR VALUE RECEIVED, I hereby sell, assign and transfer all my right, title and interest in and to the within Mortgage, and the note secured thereby, to Effie Scott.

Witness my hand and seal this 24th day of November 1913.

D. J. Rader

STATE OF KANSAS,
COUNTY OF FRANKLIN, SS.

BE IT REMEMBERED, That on this 24th day of November A. D. 1913, before me, a Notary Public in and for said county and state, came D. J. Rader 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 subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

Harry L. Muesse
Notary Public

My commission expires on the 24 day of February 1914

Recorded November 30, A. D. 1934 at 10:50 A. M.

Edw. E. Cunningham Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 15th day of November in the year of our Lord one thousand nine hundred and thirty four between Walter Revey and Olive Revey, his wife of Palmyra Township, in the County of Douglas and State of Kansas parties of the first part, and Effie Scott party of the second part: WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1,900.00 Nineteen Hundred & NO/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follow, to-wit:

East one-half of the Southeast Quarter of Section Thirteen (13) Township
Fifteen (15) Range Twenty (20)

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do 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, free and clear of all encumbrances whatsoever.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1,900.00 Nineteen Hundred & No.100 Dollars, according to the terms of a certain mortgage note or bond, this day executed by the said party of the first part, and payable on the 15th day of November 1939, to the order of said second party her heirs or assigns with interest at the rate of 8% per cent, payable annually.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said parties of the second part her executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Walter Revey (Seal)
Olive Revey (Seal)

STATE OF KANSAS,
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 15th day of November A. D. 1934, before me, a Notary Public in and for said County and State, came Walter Revey and Olive Revey, his wife 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 subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

Commission expires Feb. 12, 1937

H. E. DeTar
Notary Public

Recorded November 30, A. D. 1934 at 10:40 A. M.

Edw. E. Cunningham Register of Deeds

Reg. No. 2034
Fee Paid \$1.00

The Within Mortgage having been paid in full, it is hereby released on this 11th original instrument, this 13th day of October 1941

Effie Scott

*Wm. M. Celliguer, Notary Public
(G.S.) by Appointment Expires Dec. 10, 1942*

Noted
The Original
Notary Public
This day
of 1934
H. E. DeTar
Notary Public