

## MORTGAGE RECORD No. 79

Public in and for said County and State, came Cyrus Crane 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.

(SEAL) My Commission Expires January 22 1936

Abigail F. Atherton  
Notary Public.

Recorded July 23, 1935 at 10:30 A. M.

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Warold A Beck Register of Deeds.

Receiving No. 872

( The following is endorsed on the original instrument recorded in mortgage Book 82 Page 65 )

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That Edw T Rilling Douglas County, in the State of Kansas, the within named mortgagee in consideration of One Dollar and other valuable considerations to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Douglas County Building and Loan Association, a corporation 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 his hand this 23 day of July 1935

STATE OF KANSAS, )  
Douglas County, ) ss.

Edw. T. Rilling

BE IT REMEMBERED, That on this 23rd day of July A. D. 1935 before me, Myrtle McConnell, a Notary Public in and for said County and State, came Edw T Riling 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission Expires Jan 23, 1939

Myrtle McConnell  
Notary Public.

Recorded July 23, 1935 at 4:20 P.M.

Harold A. Webb Register of Deeds.

Receiving No. 873

## M O R T G A G E

THIS INDENTURE, Made this 3rd day of July, in the year of our Lord one thousand nine hundred thirty-five, between Gerald Paul Clawson and Bessie Leona Clawson, his wife in the County of Douglas and State of Kansas, of the first part, and The Ancient Order of United Workmen of Kansas, of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Two Thousand and 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, their successors and assigns, forever, all that tract or parcel of land situated in the counties of Jefferson and Douglas and State of Kansas, described as follows, to wit:

"South Half of the Northeast Quarter (S $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section Seven (7), Township Eleven (11) South, Range Twenty (20) East of the Sixth P.M., containing eighty (80) acres, more or less in the county of Jefferson, state of Kansas.

- also -

- also -

"Sixty-five (65) acres in the East Half of the Northeast Quarter of Section Seven (7), Township Thirteen (13), Range Twenty East (20E) of the Sixth P.M., being all of said East Half (E½) lying east of the Railroad Right-of-way except the north fifteen (15) acres of the East Half (E½) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section Seven (7) Township Thirteen (13) Range Twenty (20) Which said land is now platted and known as Learnard's Suburban Acres Division, a copy of which said plat is on file in the office of the Register of Deeds of said County".

With the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Gerald Paul Clawson and Bessie Leona Clawson, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand and no/100 - - - - - DOLLARS, according to the terms of one certain promissory note this day executed by the said Gerald Paul Clawson, and Bessie Leona Clawson, his wife to the said party of the second part; said note being given for the sum of Two Thousand and no/100 - - - DOLLARS, dated July 3, 1935, due and payable in five years from July 1, 1935 with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupon thereto attached, and as is hereinafter specified. And the said part of the first hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of .....DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien upon this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent, per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the