

MORTGAGE RECORD No. 79

thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said party of the first part, for herself and her heirs does hereby covenant to and with the said party of the second part, executors, administrators or assigns, that she is lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a mortgage of \$1250.00 this day executed to Robert M. Chaplin Investment Company and due in one year from date and that she will, and her heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand the day and year first above written.

Margarett Kraus

STATE OF KANSAS,)
DOUGLAS County,) SS.

BE IT REMEMBERED, That on this 14th day of October A.D. 1935 before me, C. F. Richards, a Notary Public in and for said County and State, came Margarett Kraus, unmarried to me personally known to be the same person who executed the within 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.

C. F. Richards
Notary Public.

(SEAL) My Commission Expires April 4th 1938

Recorded October 15, 1935 at 2:15 P.M.

Harold A. Beck

Register of Deeds.

Receiving No. 1343

ASSIGNMENT

FOR VALUE RECEIVED, I hereby assign and set over to E. G. Drake & Company all my right, title and interest in and to a certain mortgage made by Edward F. Hyland Dated July 1, 1927 and recorded in book 75 page 7 of the records of Douglas County, Kansas together with the notes secured thereby.

E. E. McCorkle

State of Missouri)
Jackson County) ss

I, a Notary Public in and for said county, do hereby certify that E. E. McCorkle personally known to me to be the identical person who executed the foregoing assignment, appeared before me this day in person and acknowledged the same to be his free and voluntary act.

IN WITNESS WHEREOF I hereunto affix my hand and seal this 2nd day of August, 1927

Guy F. Nash
Notary Public.

(SEAL) My Commission Expires January 28, 1930.

Recorded Oct. 19, 1935 at 11:45 A. M.

Harold A. Beck

Register of Deeds.

Receiving No. 1382

MORTGAGE

THIS INDENTURE, Made this 28 day of September in the year of our Lord one thousand nine hundred and thirty five between R. A. Robinson a widower, of Ottawa, in the County of Franklin and State of Kansas. of the first part, and Mina R. Patterson, a widow, party of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of --- Twenty two Hundred --- No/100 DOLLARS, to me duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents does 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 follows, to-wit:

Commencing at the North east corner of the North west quarter of Sec. two (2) Twp. Fifteen (15) Range Twenty (20) and running South one hundred sixty rods (160) Thence west one hundred and ten rods (110) Thence North One hundred and sixty rods (160) Thence East One hundred and ten rods (110) to place of beginning, containing One Hundred and ten acres more or less.

Also the West fifty three acres more or less of the North west fractional quarter (¼) of section, two (2) Twp. fifteen (15) Range twenty (20) East of the 6th P.M.

with the appurtenances, and all the estate, title and interest, of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof Mina R. Patterson the lawful owner of the premises above granted, and seized of agood and indefeasible estate of inheritance therein, free and clear of all encumbrances

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than Fifteen hundred Dollars each, and shall deliver the policies to said second party, and should said first party, neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of twenty two Hundred 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 28 day of September 1938, to the order of said second party, with interest thereon according to the tenor thereof payable semi-annually according to the terms of one interest note

Reg. No. 330
Fee Paid \$5.50

Received of
Mina R. Patterson
\$2200.00
for mortgage
on 10/19/35

(Notary Seal)
(Signature of Guy F. Nash)

Mina R. Patterson
By Andrew C. Patterson, Agent

This mortgage is endorsed on the original instrument
to be delivered to the mortgagee upon the day of the
sale of the premises and the proceeds of the sale
shall be used to pay the mortgage and the balance
of the proceeds shall be paid to the owner of the
premises.
October 1935