

MORTGAGE RECORD No. 79

425

State of Kansas, }
County of Douglas } ss.

BE IT REMEMBERED, That on this 8th day of November, A.D. 1935, before me, the undersigned, a _____ in and for the County and State aforesaid, came T. L. Smart and Goldena M. Smart, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notary Public seal the day and year last above written.

(SEAL) Term expires Aug. 19, 1939

Dorothy B. Cummings,
Notary Public.

Recorded November 9, 1935 at 10:45 A.M.

Harold A. Beck Register of Deeds.

(The following is endorsed on the original instrument in mortgage Book 40 page 189)
Receiving No. 1469

ASSIGNMENT

FOR VALUE RECEIVED? I hereby sell and assign the within mortgage and the notes therein described to Glen Burke and Beaula Burke
As witness my hand this 9th day of November, 1935.

State of Kansas,
County of Douglas, ss

May Landis

BE IT REMEMBERED, that on this 9th day of November, 1935 appeared before me a Notary Public in and for said County and State May Landis to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution thereof.

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 July 25, 1939

John W. Brand
Notary Public

Recorded November 9, 1935 at 11:00 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 1476

MORTGAGE

THIS INDENTURE, Made the 31st day of July A.D. 1935, between Lucile Price Carson and E. W. Carson, her husband parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office at number 393 Seventh Avenue, New York City, N.Y., party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of Thirty-seven Hundred and no/100 - - - -Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors or assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

Northeast Quarter of Northeast Quarter; Southeast Quarter of Northwest Quarter;
Southwest Quarter of Northeast Quarter; and Northwest Quarter of Southeast Quarter,
all in Section Sixteen (16), Township Thirteen (13), South, Range Twenty-one (21),
East of the Sixth Principal Meridian, and containing 160 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever.

And the said parties of the first part 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 inalienable estate of inheritance therein, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, That whereas, the said parties of the first part, are justly indebted to the said The Equitable Life Assurance Society for money borrowed in the principal sum of Thirty-seven Hundred and no/100 - - - -Dollars, to secure the payment of which, the parties of the first part, have executed and delivered to the said The Equitable Life Assurance Society a certain promissory note in the sum of Thirty-seven Hundred and no/100 - - - -Dollars, bearing even date herewith and payable to the order of the The Equitable Life Assurance Society, its successors or assigns, according to the tenor and effect of said note, with interest thereon from August 1, 1935 to maturity, at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable - - annually, until paid.

And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid to procure and maintain policies of fire and if required tornado and windstorm insurance on the buildings erected and to be erected upon the above described premises in some responsible company or companies, to the satisfaction of the party of the second part, to the amount of - - - - - Dollars, loss, if any, payable to the mortgagee or its assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto

Reg. No. 396
Fee Paid \$9.25