

MORTGAGE RECORD No. 79

And the said party of the second part hereby covenants and agrees to pay to said party of the first part the sum of \$ Eighty five hundred - - - - Dollars, in the manner following: \$ Two hundred dollars - - - - Dollars, cash in hand, paid as earnest-money, the receipt of which is hereby acknowledged, and \$4600.00 by assuming and agreeing to pay the mortgage of this date in favor of Caroline Hyland secured by the property conveyed hereunder. \$3700.00 on or before seven years. Both the mortgage and the deferred payment of \$3700.00 to bear 4% interest from this date which the parties of the second part agree to pay.

It is understood and agreed that the deed to said property is to be executed at once and placed in escrow with the Baldwin State Bank, Baldwin Kansas, and all deferred payments (except incumbrances assumed) are to be paid through said bank. Possession to be given on March 1st, 1933, provided said second party performs all the covenants and agreements herein mentioned to be performed or done by them. It is understood and agreed that the first party is to pay the first half taxes for the year 1933 and all previous years, and the said second party is to pay all taxes or assessments that may be levied or imposed upon such land subsequent to the year last above mentioned. And in case of the failure of the said party of the second part to make either of the payments, or perform any of the covenants on their part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by them on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by them sustained; and in case said second party has entered into possession of said premises, the said first party shall have the right to re-enter and take possession of the premises aforesaid.

It is hereby agreed that time is the essence of this contract, and all payments must be made promptly in accordance with the terms hereof.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands, the day and year first above written.

William H. Hoskinson
Jennie A. Hoskinson
Harve H. Hoskinson
Erna O. Hoskinson

State of Kansas, County of Douglas, ss:

BE IT REMEMBERED, That on this 2nd day of January A. D. 1936 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William H. Hoskinson and Jennie A. Hoskinson his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same asfree and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) Term expires May 15 1939

W. H. Clark
Notary Public.

Recorded January 2, 1936 at 1:10 P.M.

Harold A. Beck

Register of Deeds.

Receiving No. 1766-

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That NORTHFIELD SAVINGS BANK a corporation organized under the laws of Northfield of Washington County, in the State of Vermont in consideration of value received to it in hand paid, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY without recourse unto LAWRENCE NATIONAL BANK, Lawrence, Kansas, its successors and assigns, one certain mortgage, dated the 14th day of December 1925, executed by E. F. Engle and Cora E. Engel, his wife, to the Central Trust Company, and by it endorsed to NORTHFIELD SAVINGS BANK upon the following described property, to wit:

The South $\frac{1}{2}$ acres of the North 12 acres of the West 20 acres and the South 8 acres of the West 20 acres of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Sec. 36, Twp. 12, Rng. 19 East of 8th P.M. Also, beginning 40 rods East of the SW corner of the SW $\frac{1}{4}$ of said Sec. 36, thence East 12 rods, more or less, to the center of road running North and South; thence North along said road 27.6 rods; thence West to a point 40 rods East of the West line of the SW $\frac{1}{4}$ of said Sec. 36; thence South to place of beginning, containing 2 acres, more or less,

given to secure the payment of \$10,000.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book 70, on page 4, together with the note, debt and claim secured by said mortgage, and the covenants contained in said mortgage.

IN WITNESS WHEREOF, said corporation has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 29th day of June, 1931

Executed in presence of (CORP. SEAL)
Lena B. Wood

NORTHFIELD SAVINGS BANK
By: H. C. Cady President

State of Vermont, Washington County,

BE IT REMEMBERED, That on this 29th day of June, 1931, before me, the undersigned, a Notary Public in and for said County and State, came H. C. Cady, President of the NORTHFIELD SAVINGS BANK a corporation, who personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person duly acknowledged the execution of the same as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL) (Term expires February 10, 1933)

Lena B. Wood
Notary Public

Recorded January 2, 1936 at 4:30 P.M.

Harold A. Beck

Register of Deeds.