

MORTGAGE RECORD No. 79

Receiving No. 1769-

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, I hereby sell, transfer and assign to Gertrude Halberg, all my right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Henry Nathaniel Stone and Marie Ella Stone to Cornelia J. Hazzard, which mortgage is recorded in Book 63 of Mortgages, Page 530, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of January 1936

Leslie L. Halberg

STATE OF KANSAS,)
Douglas County,) SS.

BE IT REMEMBERED, That on this 3rd day of January 1936, before me, a Notary Public in and for said County and State, came Leslie L. Halberg 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 set my hand and affixed my official seal the day and year last above written.

(SEAL) My commission expires March 26 1936

Katherine Borth
Notary Public.

Recorded January 3, 1936 at 2:10 P.M.

Harold A. Beck Register of Deeds

Receiving No. 1778-

MORTGAGE

Reg. No. 444-
Fee Paid \$10.00

THIS INSTRUMENT Made this 2nd day of December in the year of our Lord nineteen hundred and thirty-five by and between R. C. Moore and Georgine W. Moore husband and wife of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST COMPANY, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of FOUR THOUSAND 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 and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot Numbered One (1), Block Two (2), West Hills Addition to the City of Lawrence.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of heretofore exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of FOUR THOUSAND DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows: January 1, 1937 \$200.00 January 1, 1938 \$200.00 January 1, 1939 \$200.00 January 1, 1940 \$200.00 January 1, 1941 \$3200.00 to the order of the said party of the second part with interest thereon at the rate of 5 per cent per annum, payable semi-annually, on the first days of January and July in each year, according to the terms of said note; both principal and interest and all other indebtedness according hereunder being payable in lawful money of the United States of America, at GUARANTY TRUST COMPANY, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$8,000.00 Fire and \$5,000.00 Tornado; DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part therein, and while this Mortgage is held by a nonresident of the State of Kansas upon this Mortgage or the debt secured thereby, or the interest thereon or income therefrom; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing

The delivery of my dec. 1935
Page 372.

For copy see Book 77-Page 467

(Copy filed)

This instrument filed by the Mortgagee for recording, the 26th day of January 1936
By: [Signature]
Notary Public

This Release
was written
on the original
Mortgage
this 26th day
of January
1936
[Signature]
Reg. of Deeds.