

DOUGLAS COUNTY

Beginning at a point Forty (40) Rods East of the North West Corner of Lot Seven (7) in Section Thirty-three (33), Township Twelve (12), Range Twenty (20); thence East Forty rods (40) to the North East corner of said Lot Seven (7); thence South to the Kansas River; thence Northwesterly to a point 40 rods due East of the West line of said Lot #7; thence North to place of beginning, containing twenty-nine (29) acres, more or less.

Also, part of Lot Six (6) of the North East Fractional Quarter (¼) of Section Thirty-three (33), Township Twelve (12), Range Twenty (20), East of the 6th P.M. viz: Commencing at the Northwest corner of said North East fractional Quarter of Section 33; thence on North line of said Quarter section East twenty-two (22) rods; thence South on a line parallel with West line said section 31-15/100 chains to the Kansas River; thence up said River to the West line of said quarter section; thence North along west line to place of beginning, containing 16-81/100 acres, more or less, all in Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever; PROVIDED, ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said William Taylor and Allie Taylor have this day executed and delivered two certain promissory notes in writing to the party of the second part, payable at The Commercial National Bank, Kansas City, Kansas; as follows, to-wit: One note of \$3,430.75, and second note for \$393.15, both notes are payable Five years after date with Six per cent interest per annum from date until paid. Value received, Interest payable semiannually.

NOW, if the said William Taylor and Allie Taylor shall well and truly pay, or cause to be paid, the sum of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sum of money, or either of them or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said notes, and the whole of said sums, shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part his heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sums due upon said notes and the additional sums paid by virtue of this Mortgage and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part their heirs and assigns and all persons claiming under them and the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Seventeen hundred Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in his own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property; and may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part 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 in the quiet and peaceable possession of said party of the second part his heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Allie Taylor
William Taylor

State of Kansas, County of Douglas, ss.

BE IT REMEMBERED, that on this 12th day of December, A. D. 1936, before me, the undersigned, a notary public in and for said County and State, came William Taylor, widower and Allie Taylor, widower who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

Oscar J. Lane

(SEAL) My commission expires March 9, 1938

Recorded December 15, 1936 at 11:50 A.M.

Harold A. Burt Register of Deeds

Receiving No. 3514 ~

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to The First National Bank of Lawrence, Kansas, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by A. Van Horebeek and Edith Van Horebeek, his wife, to The Merchants Loan and Savings Bank, Lawrence, Kansas, which mortgage is recorded in Book 69 of Mortgages, Page 95, in the office of the Register of Deeds in Douglas County, Kansas,

IN WITNESS WHEREOF, We have hereunto set our hand this 26th day of October 1936.

(CORP. SEAL)

THE FIRST SAVINGS BANK OF LAWRENCE, KANSAS,
By F. C. Whipple, Cashier

STATE OF KANSAS,
Douglas County,) ss.

BE IT REMEMBERED, That on this 26th day of October 1936, before me, a Notary Public in and for said County and State, came F. C. Whipple, Cashier of The First Savings Bank of Lawrence, Kansas, to me 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 January 14 1939.

Leona R. Pippert
Notary Public.

Recorded December 16, 1936 at 9:30 A.M.

Harold A. Burt Register of Deeds.