

Receiving No. 3747A

MORTGAGE RECORD 83

ASSIGNMENT

THIS INDENTURE WITNESSETH: That Bartlett Mortgage Company of St. Joseph, Missouri, for value received, does hereby assign, transfer and set over unto National Life Insurance Company, of Montpelier, Vermont, without recourse, the mortgage dated the 23rd day of June A.D., 1936, given by Ray Andrew Baldwin and Ora May Baldwin, husband and wife, to Bartlett Mortgage Company, and recorded in Book 83 at Page 14 of the records of Mortgages in the County of Douglas and State of Kansas; together with the note for (\$1750.) Seventeen Hundred Fifty - - Dollars, therein described, and the money due and to become due thereon with the interest.

IN WITNESS WHEREOF, The said Company has caused this instrument to be signed by its Vice President and its corporate seal to be affixed hereto, this 13th day of January A. D., 1937

(CORP. SEAL)

BARTLETT MORTGAGE COMPANY,
By A. L. Bartlett, Jr.
Vice President.

State of Missouri,)
County of Buchanan,)ss.

- On this 13th day of January A.D., 1937, before me, appeared A. L. Bartlett, Jr. to me personally known, who, being by me duly sworn, did say that he is the Vice President of Bartlett Mortgage Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said A. L. Bartlett, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and Notarial seal this 13th day of January A.D., 1937

(SEAL) My commission expires December 11, 1940.

Dorothy E. Cox
Notary Public.

Recorded February 3, 1937 at 10:00 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 3748A

AGREEMENT

Reg. No. 948~
Fee Paid \$5.50

MEMORANDUM OF AGREEMENT, Made this 8th day of October A. D. 1934, between Mrs. Flora Waldron party of the first part, and Charles S. Eokert party of the second part

WITNESSETH, That the said party of the first part hereby covenants and agrees that if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part will cause to be conveyed to the party of the second part, in fee simple, clear of all incumbrances whatever (except as hereinafter mentioned) by a General Warranty Deed, and an Abstract showing a good merchantable title to the following lot, piece or parcel of ground, situated in the County of Douglas and State of Kansas, to-wit:

Beginning thirty-nine (39) rods north of the south east corner of the south-west quarter of section thirty-four (34) Township fourteen (14) Range twenty (20) thence north 43 rods and seven feet, thence west 41 rods and three and one half feet, thence south 43 rods and seven feet, thence east 41 rods and three and one half feet to place of beginning also the south three and 1/3 acres of the north six and 2/3 acres of the west thirteen (13) and (2) acres of the south forty Acres of the east sixty (60) acres of the south west quarter of Sec. 34 Twp. 14 of range 20.

And the said party of the second part hereby covenant and agree to pay to said party of the first part the sum of Twenty two Hundred Dollars, in the manner following: Two Hundred Dollars, cash in hand, paid as earnest-money, the receipt of which is hereby acknowledged, and Six Hundred Dollars Nov. 1st. 1934 or upon possession of said property and to pay Two Hundred Dollars on the first day of Jan 1936 and a like amount on the first day of each January following until the full amount of twenty-two hundred Dollars is paid All deferred payments to draw six percent interest payable semi annually after this date. permission is given to pay \$100. or any multiple of same at any interest paying date.

It is understood and agreed that the deed to said property is to be executed at once and placed in escrow with Baldwin State Bank, and all deferred payments (except incumbrances assumed) are to be paid through said Baldwin State Bank Possession to be given on 30 day notice to renter, provided said second party performs all the covenants and agreements herein mentioned to be performed or done by him It is understood and agreed that the first party is to pay the taxes for the year 1934 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 his 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 him 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 her 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. Second party to keep the property insured to the Amt of \$1500. payable in case of loss to first party.

Mrs. Flora Waldron
Chas. S. Eokert
Maude W. Eokert

State of Kansas, County of Elk, ss:

BE IT REMEMBERED, That on this 10th day of October A.D. 1934 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles S. Eokert and Maud W. Eokert, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same as their free 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.