

M O R T G A G E

THIS INDENTURE, Made this 22nd day of April in the year of our Lord one thousand nine hundred thirty-seven between Katie M. Petefish, an unmarried woman of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Nettie E. Cook of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Seven Hundred Dollars, --DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit:

The West Half (½) of the West Half (½) of the Southwest Quarter (¼) of the Southeast Quarter (¼) of the Southeast Quarter (¼), Section 1, Township 13, Range 19, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein, And the said Party of the first part does hereby covenant and agree that at the delivery hereof she the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Seven Hundred and no/100. . . (\$700) DOLLARS, according to the terms of a certain promissory note this day executed by the said Party of the first part to the said party of the second part; said note being given for the sum of Seven Hundred and no/100. . . (\$700) DOLLARS dated April 22nd, 1937, due and payable in 5 years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of \$21.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Seven Hundred and no/100. . . (\$700). Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing Penalties, interest and costs, and insurance, shall, from the payment thereof be and become an additional lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, her executors, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, her executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand to the said Party of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year last above written.

Katie M. Petefish

STATE OF KANSAS, )  
DOUGLAS COUNTY, ) ss.

BE IT REMEMBERED, That on this 22nd day of April, 1937 before me, C. B. Hosford a Notary Public in and for said County and State, came Katie M. Petefish, an unmarried woman, to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

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 June 26, 1939

C. B. Hosford  
Notary Public

Recorded April 23, 1937 at 9:35 A.M.

*Harold A. Best* Register of Deeds

Receiving No. 4237

A S S I G N M E N T

I, the undersigned, Erwin C Thoren, administrator of the estate of Lella G Alsop, deceased, in accordance with the order of the Probate Court of Douglas County, Kansas, do hereby assign, transfer, set over and deliver unto Minnie R Thoren, all right, title and interest in and to the following described property to-wit:

Note of George F. Schubert and Nellie Schubert, secured by mortgages in Lot 18 south ½ of Lot 19, in Block No. 148 city of Eudora Douglas County Kansas valued at \$2000.00

And, as administrator of the above estate I hereby vest in said Minnie R Thoren, the title to the above described property.

In witness whereof, I have hereunto set my hand on this the 8th day of September, 1931.

Erwin C. Thoren  
Administrator of the estate of Lella G Alsop, deceased