

- (The following is endorsed on the back of the original mortgage recorded in Book 83, Page 131)

ASSIGNMENT

FOR VALUE RECEIVED, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to EQUITABLE LIFE INSURANCE COMPANY OF IOWA, Des Moines, Iowa, April 17, 1937

(CORP. SEAL)

THE CENTRAL TRUST CO.
By J. E. Merriam Vice-President

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, that on this 17th day of April A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. S. Merriam Vice President of The Central Trust Co., a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and date above written.

Catherine Cunningham
Notary Public

(SEAL) (Commission expires April 10 1940)

Recorded May 18, 1937 at 9:25 A.M.

Register of Deeds

Receiving No. 4344 A

M O R T G A G E

THIS INDENTURE, Made this 3rd day of May in the year of our Lord nineteen hundred and thirty-seven by and between R. R. Jackman and Ruth Jackman, his 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 TWENTY FIVE 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:

The Fractional Northeast Quarter of Section Three (3), Township Thirteen (13), Range Nineteen (19), East of the Sixth Principal Meridian, containing one hundred fifty-five and fifty four hundredths (155.54) acres, more or less; also the Southeast Quarter, the East Half of the Southwest Quarter and the Northwest Quarter of Section Three (3) less the following: beginning at the Southwest corner of the Northwest Quarter of Section Three (3), thence North on the West boundary of the Quarter Section, twenty-three (23) chains to a stone, thence East Four (4) chains, ten (10) links to a stone, thence South three and one-fourth (3 $\frac{1}{4}$) degrees East twenty-three (23) chains to a stone in the South boundary of the Quarter Section, thence West five (5) chains, forty-six (46) links to place of beginning, containing eleven (11) acres, more or less, all in Township Thirteen (13), Range Nineteen (19), East of the Sixth Principal Meridian, and containing in all five hundred forty and twenty-eight hundredths (540.28) acres, more or less; also the East Half of Section Thirty-Four (34), Township Twelve (12), Range Nineteen (19), East of the Sixth Principal Meridian, less the following: commencing one (1) rod West of the Northeast corner of said Section, thence South fifty-eight (58) rods; thence West thirty-nine (39) rods, thence South forty-five (45) rods, thence West forty (40) rods, thence North one hundred three (103) rods, thence East seventy-nine (79) rods to the beginning.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead 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.

to wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of TWENTY FIVE THOUSAND DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the said sum, and payable as follows:

\$1,000.00 due on the 1st day of November, 1937, and \$1,000.00 due on the 1st days of May and November of each year thereafter to and including November 1, 1946; balance \$6,000.00 due May 1, 1947.

To the order of the said party of the second part with interest thereon at the rate of four per cent. per annum, payable semi-annually, on the first days of May and November in each year, according to the terms of said notes; both principal and interest and all other indebtedness accruing 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 all of said notes bearing ten per cent. interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, building 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 \$15,000.00 Fire and \$15,000.00 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 mortgagee 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 re-building.

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 a receiver or otherwise, as it may elect.

Reg. No. 1071
Fee Paid \$62.25

For Assignment see Book 83 page 160.

This release
was written
on the original
mortgage entered
this 11 day
of May
1946
Harold A. Bee
Reg. of Deeds
Deputy

not secured by this mortgage has been paid in full,
more or less, as aforesaid, the 9th day of May, 1946.

Equitally Left Insurance Company of Iowa
By: John W. Haggard
Vice President
(Coro. Seal)