

DOUGLAS COUNTY

Receiving No. 4369

(The following is endorsed on the original mortgage recorded in Book 63 Page 145.)

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, of Des Moines, Iowa,

May 20, 1937

(CORP SEAL)

THE CENTRAL TRUST CO.,
By Lucien Gray
Treasurer

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this 20th day of May A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lucien Gray Treasurer 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 year last above written.

(SEAL) (Commission expires April 10- 1940)

Catherine Cunningham
Notary Public.

Recorded May 25, 1937 at 9:45 A.M.

David A. Burk Register of Deeds.

Reg. No. 1080

Reg. Fee \$1.25

This release
was written
on the original
mortgage
this 15 day
of May
1937

Notary Seal

Reg. of Deeds

Deputy

Receiving No. 4373

MORTGAGE

THIS INSTRUMENT, Made this 24th day of May in the year of our Lord one thousand nine hundred thirty seven between Margaret E. Wymer (Widow) in the County of Douglas and State of Kansas, of the first part, and D.R. Myers of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Five Hundred Fifty and no/100 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:

Beginning at the North One-eighth (1/8) corner stone on the line between the Northeast Quarter (1/4) of Section Fourteen (14) and the Northwest Quarter (1/4) of Section Thirteen (13), Township Twelve (12) South of Range Seventeen (17) East of the Sixth Principal Meridian; thence North 89°22' West 137.5 feet to a stone; thence North 3°50' East 145 feet to a stone; thence South 86°58' East 126.8 feet to a stone; thence North on section line 322.6 feet to a cross in the center of slab (U.S. 40); thence 74°22' East (on center of slab) 20.7 feet; thence South 222 feet; thence East 144.82 feet; thence North 4°52' East 177.3 feet to center of slab; then South 74°22' East 1065.4 feet along center of slab to a cross; thence South 0°08' West 1459.7 feet to a stone on the South line of the Northwest Quarter (1/4) of Section Thirteen (13); thence North 86°59' West 577.5 feet to a stone on the South line of the said Northwest 1/4, Section 13; thence North 0°08' East 1323.75 feet to a stake on the South line of the North 1/4 of the said Northwest 1/4, Section 13; thence 86°58' West 660 feet to point of beginning, containing 24.97 acres, 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 Margaret E. Wymer does hereby covenant and agree that at the delivery hereof—she is 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, no exception, 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 Five Hundred Fifty and no/100 DOLLARS, according to the terms of her certain promissory note executed by the said Margaret E. Wymer and S.H. Wymer to the said party of the second part; said note being given for the sum of Five Hundred Fifty and no/100 DOLLARS, dated May 24, 1937 due and payable in 6-142 with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment be made as in said note and as is hereinafter specified. And the said party of the first part hereby agrees 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 Five Hundred and no/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest 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 additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or 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 and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law—appraisal 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 balance, if any, shall be paid by the party making such sale, on demand, to the said Margaret E. Wymer heirs or assigns.

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

Signed and delivered in presence of
Frank Fox
Dorolyn Ulrich

Margaret E. Wymer
mark

STATE OF KANSAS Douglas COUNTY, SS.

BE IT REMEMBERED, That on this 26th day of May A.D. 1937 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Margaret E. Wymer (Widow) to me personally known

This is a copy of the original mortgage recorded in Book 63 Page 145 of the Register of Deeds for Douglas County, Kansas, and is not a true and correct copy of the original mortgage.