

MORTGAGE RECORD 83

at any time thereafter to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said first parties or their heirs and assigns.

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

Ethel Reddell
M. R. Reddell

STATE OF KANSAS,)
Franklin County,)SS.

BE IT REMEMBERED, That on this 1st day of September A.D. 1937, before me, a Notary Public in and for said County and State, came Ethel Reddell and M. R. Reddell, her husband to me personally 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 subscribed my name, and affixed my official seal on the day and year last above written.

H. E. DeTar
Notary Public

(SEAL) Commission expires Feb - 12 1941

Recorded September 3, 1937 at 10:50 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 4836 A

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 The Building Corporation of Kansas Gamma Xi Chapter of Alpha Tau Omega Fraternity, a Corporation, to The First Savings Bank, Lawrence, Kansas, which mortgage is recorded in Book 76 of Mortgages, Page 624, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set our hand this 2nd day of September 1937.

(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 2nd day of September 1937, 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 personally 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.

Leona R. Pippert
Notary Public.

(SEAL) My commission expires January 14, 1939.

Recorded September 4, 1937 at 10:45 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 4845 A

MORTGAGE

THIS INDENTURE, Made this 1, day of September, 1937, by and between H.C. Bigelow and Cornelia Bigelow, his Wife of Gardner, Kansas, Mortgagor, and The Farmers Bank, Gardner, Kansas, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Thirty Five Hundred and no/100--DOLLARS (\$3500.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

The South Fifty (50) feet of the East One Hundred Fifteen (115) feet of Lot Number Seven (7) in Block Number Eight (8) in Babcock's Addition to the City of Lawrence, Kansas, commonly known as 1647 Vermont Street.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantels, gas and electric light fixtures, elevators, screens, screen doors, swings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Thirty Five Hundred Dollars (\$3500.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per centum (4 1/2%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Farmers Bank, in Gardner, Kansas in monthly installments of Twenty Six and 78/100--Dollars (\$26.78), commencing on the first day of October, 1937, and on the first day of each month thereafter, until the principal and interest are fully paid.

The Mortgagor covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note is fully paid, the following sums:

Reg. No. 1204
Fee Paid \$8.75

In Assignment see only Book 83 page 222

*Released
7/1/38*