

DOUGLAS COUNTY

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That The Central Trust Company, of Topeka Shawnee County, in the State of Kansas, in consideration Value Received to it in hand paid, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY without recourse, unto Metropolitan Life Insurance Company of New York, County of New York, State of New York, or assigns, one certain mortgage, dated the 19th day of July, 1937, executed by John B. Gage, and Marjorie H. Gage, his wife to The Central Trust Company upon the following described property, situated in county of Douglas and State of Kansas, to wit:

The North Half of the SE $\frac{1}{4}$ and the South Half of the SE $\frac{1}{4}$ of Sec. 11; the North Half of the NE $\frac{1}{4}$ of Sec. 14, and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 13; the West Nine and fifty-four hundredths (9.54) acres of the North Half of the SW $\frac{1}{4}$ of Sec. 11; the South Half of the SW $\frac{1}{4}$ of Sec. 11; the South Half of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ and the North Half of the SE $\frac{1}{4}$ of Sec. 14; the North 20 acres of the East fractional half of the SW $\frac{1}{4}$ of Sec. 14; and 5 acres, more or less, described as commencing at the Northeast corner of the West fractional half of the SW $\frac{1}{4}$ of Sec. 14 and running thence West on the Half Section line to the center of ravine, near the Northwest corner of said west fractional half of said Southwest Quarter, thence in a Southeasterly direction down the center of said ravine to the center of Wakarusa creek, thence in a northeasterly direction down the center of said Creek to the East line of said West fractional half of said Quarter Section, thence North to place of beginning, all in Township thirteen (13), Range twenty (20), East of the Sixth Principal Meridian, and containing seven hundred thirteen (713) acres, more or less.

given to secure the payment of \$26,000.00 and the interest thereon, and duly filed for record in the office of Register of Deeds of Douglas County, Kansas, and recorded in BOOK OF MORTGAGES 83 on page 190, together with the notes, debt and claim secured by said mortgage, and the covenants contained in said mortgage.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this instrument to be signed on its behalf by its President, thereunto duly authorized so to do, and has caused its common seal to be hereunto affixed, this 19th day of August 1937

(CORP. SEAL)

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 19th day of August A.D. 1937, before me, the undersigned, came Lucien Gray, Treasurer of The Central Trust Company who is personally known to me to be the same person who executed the within instrument of writing as said Treas. and duly acknowledged the execution of the same to be the free act and deed of said The Central Trust Company

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

(SEAL) (Term expires April 10, 1940)

The Central Trust Company
Lucien Gray TREASURER

Catherine Cunningham
Notary Public.

Recorded November 9, 1937 at 9:45 A.M.

Harold A. Beck Register of Deeds.

M O R T G A G E

THIS MORTGAGE, made the Twenty-first day of September, A.D. 1937, Between GEORGE W. HUMSINGER and MARY J. HUMSINGER, his wife, of the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey and having its chief office in the City of Newark, State of New Jersey, party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS, to secure the payment of which they have executed their promissory note, of even date herewith, payable on the First day of November, A.D. 1944, being principal note, which note bears interest from November 1, 1937 at the rate of Four and one-half (4 $\frac{1}{2}$) per cent. per annum, payable semi-annually.

Said note provides that both principal and interest bear interest after maturity or upon any default in payment of interest at the rate of ten (10) per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its office in Newark, New Jersey, in lawful money of the United States of America.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The Southwest Quarter (SW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-one (31), all in Township Thirteen (13) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian, containing One Hundred Eighty-five (185) acres, more or less.

AND the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, and deliver the said policy or policies to the party of the second part; or assigns, as collateral security for the debt hereby secured. That said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

Reg. No. 1285
Receiving No. 5194
Fee Paid \$11.50

For Extension on Book 88, Page 692