

DOUGLAS COUNTY

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty Thousand and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 3rd day of January, 1938, and by its terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the Holder hereof, without notice, and it shall be lawful for the said party of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; 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 incident thereto, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provision of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year last above written.

V.K. Bruner
J.T. Constant
J. R. Bechtel
Chris Schaake
R. R. McFarland
Chas Arnold
H.C. Brinkman
W. H. Quakenbush
F. W. Hosford

As Trustees of The Society of The First Methodist
Episcopal Church, Incorporated, of Lawrence, Kansas

STATE OF KANSAS)
DOUGLAS COUNTY) SS:

BE IT REMEMBERED, That on this 3rd day of January, 1938, before me, the undersigned, a Notary Public in the aforesaid County and State, came V.K. Bruner, J.T. Constant, J.R. Bechtel, Chris Schaake, R.R. McFarland, H.C. Brinkman, Chas. Arnold, W.H. Quakenbush, and F.W. Hosford, as Trustees of The Society of The First Methodist Episcopal Church, Incorporated, of Lawrence, Kansas, to me personally known to be the same persons who, as such Trustees, executed the foregoing instrument and duly acknowledged the execution of the same, as such Trustees.

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

W. A. Schaaf
Notary Public.

(SEAL) My Commission Expires April 25- 1939.

Recorded January 11, 1938 at 4:40 P.M.

Wardell A. Beck Register of Deeds.

Receiving No. 5461 <

(The following is endorsed on the original instrument recorded in Mortgage Record 63, Page 467.)

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS, That Rose Jardon, by Lola Dyer, Administratrix of the Estate of said Rose Jardon, deceased of Douglas County, in the State of Kansas, the within-named mortgagee in consideration of Other valuable consideration and One DOLLARS to her in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Lola Dyer heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named.
IN WITNESS WHEREOF, The said mortgagee has hereunto set her hand this 14 day of Jan 1938.

Executed in the presence of
W. M. Clark

Lola Dyer Admx of Estate of
Rose Jardon, Deceased

STATE OF KANSAS)
Douglas County,) SS.

BE IT REMEMBERED, That on this 14 day of January 1938 before me, W.M. Clark a Notary Public in and for said County and State, came Lola Dyer, Administratrix of the Estate of Rose Jardon deceased to me personally known to be the same person who executed the foregoing 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.

W.M. Clark
Notary Public.

(SEAL) My Commission expires May 15 1938.

Recorded January 15, 1938 at 9:45 A.M.

Wardell A. Beck Register of Deeds.

This receipt was written and signed by the undersigned, the Register of Deeds of Douglas County, Kansas, on the 11th day of January, 1938, at 4:40 P.M., in the presence of the undersigned, the Notary Public for Douglas County, Kansas, and the same is a true and correct copy of the original instrument recorded in Mortgage Record 63, Page 467.