

MORTGAGE RECORD 83

Receiving No. 5952

(The following assignment is endorsed on the original Mortgage recorded in Book 63 page 182)

ASSIGNMENT

Know all Men by these Presents: That THE SHIDLER MORTGAGE AND INVESTMENT COMPANY, a corporation of State of Kansas, of Topeka, Shawnee County, Kansas, the within named mortgagee, in consideration of the sum of FIFTEEN HUNDRED FIFTEEN and 21/100 - - (\$1515.21) - - Dollars to it in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over and convey without recourse unto P. R. Wolfe, his heirs and assigns, that certain mortgage, dated 13th. day of July, A.D. 1937, executed by Kelly Allen and Leah Allen, his wife to said corporation upon the real estate described in said mortgage, and the promissory note, debt claim thereby secured, and covenants therein contained.

IN WITNESS WHEREOF, Said corporation has caused these presents to be signed by its President and its corporate seal to be affixed hereto, this 26th day of March, A.D. 1938

(CORP. SEAL)

THE SHIDLER MORTGAGE AND INVESTMENT COMPANY,
a corporation
By R. Shideler, President

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 26th day of March, 1938, before me, the undersigned, a Notary Public in and for said County and State, came R. Shideler, President of The Shideler Mortgage and Investment Company, a corporation, who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage as President of said corporation, and such person duly acknowledged the execution of the same as President of said corporation, and acknowledged the same to be the act and deed of said corporation.

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

C. M. McManus

Notary Public.

(SEAL) Term expires June 11th, 1938.

Recorded April 18, 1938 at 10:15 A.M.

Harold A. Dick Register of Deeds.

Receiving No. 5953

MORTGAGE

Reg. No. 1428

Fee Paid \$7.00

THIS INDENTURE, Made this Eleventh day of April, 1938, by and between Marvin Groebe, a single man, and James Groebe and Iva S. Groebe, his wife of Lawrence, Kansas, Mortgagee, and The Security Benefit Association, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Two Thousand Eight Hundred and no/100 Dollars (\$2,800.00), 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:

Lot Numbered Nine (9), Grand Heights, a subdivision of the South Two Hundred Fifty feet (250') of Block Numbered Three (3), Grand Addition to the City of Lawrence.

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, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures or 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 Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagee 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 Two Thousand Eight Hundred and no/100 Dollars (\$2,800.00), 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 Five per centum (5%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Security Benefit Association in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-nine and 71/100 Dollars (\$29.71), commencing on the first day of June, 1938, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May 1948.

The Mortgagee covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an insurance premium charge of one per centum (1%) of the original principal amount thereof, provided the time of prepayment is more than 2 years before the maturity date; and an insurance premium charge of one-half of one per centum (1/2%) of the original principal amount thereof, provided that such time of prepayment is 2 years before such maturity date; such payment to be applied by the Grantee upon the obligation of the Grantor to the Federal Housing Administrator on account of mortgage insurance.

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

R I D E R

(a) If this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of

Return to my office