

MORTGAGE RECORD 83

NINTH. The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words in the singular number shall include the plural and words in the plural shall include the singular.

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Lawrence A. Beard
Alice I. Beard

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 9 day of July A.D. 1938 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lawrence A. Beard and Alice I. Beard, to me personally known to be the same persons 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.

J. W. Morgan
Notary Public.

(SEAL) (Commission expires Nov 6 1940)

Recorded July 21, 1938 at 9:30 A.M.

Harold A. Beck Register of Deeds

Receiving No. 6378 <

(The following assignment is endorsed on the original instrument recorded in book 83 Page 428)

ASSIGNMENT

FOR VALUE RECEIVED, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to Winoski Savings Bank July 19 1938

(CORP. SEAL)

THE CENTRAL TRUST CO.
By J.E. Merriam
Vice-President.

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this 20 day of July A.D. 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. E. Merriam Vice President 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.

Catherine Cunningham
Notary Public

(SEAL) (Commission expires April 10, 1940)

Recorded July 21, 1938 at 9:35 A.M.

Harold A. Beck Register of Deeds

Receiving No. 6418 <

Reg. No. 1568 <
Fee Paid \$12.50

COUPON MORTGAGE

THIS INDENTURE, Made this 25th day of July in the year of our Lord one thousand nine hundred Thirty-eight between Edward E. Garrett and Nancy A. Garrett, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and E. T. Emery of the second part:

WITNESSETH, That the parties of the first part, in consideration of the sum of Five Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his 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:

"The West one-half of Northeast one-quarter of Section Twenty (20), Township Twelve (12) South of Range Twenty (20), Douglas County, Kansas".

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they 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 Thousand Dollars no 00/100 DOLLARS, according to the terms of a certain promissory note this day executed by the said Parties of the first part to the said party of the second part; said note being given for the sum of Five Thousand and no/100 . . (\$5000) DOLLARS, dated July 25, 1938, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$125 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree 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 Two Thousand 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, interests and costs, and insure the same at the expense of the parties 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 an additional lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any 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

Don. Off. and rec. date 11/10/38