

## MORTGAGE RECORD 83

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 10th day of January A.D. 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Letty K. Cutler, a widow 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.

(SEAL) (Commission expires Dec. 31, 1940)

Pearl Snick  
Notary Public.

Recorded January 10, 1939 at 2:00 P.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 7162 &lt;

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to The First National Bank, Lawrence, Kansas, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Homer D. Allison & wife, & Hugo C. Rumsey & wife, to J.C. Rumsey and W. A. Dunmire, which mortgage is recorded in Book 80 of Mortgages, Page 413, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, We have hereunto set our hands this 7th day of December 1934.

W. A. Dunmire  
J. C. Rumsey

STATE OF KANSAS, }  
Douglas County, } ss.

Be it Remembered, That on this 7th day of December A.D. 1934, before me, F. C. Whipple, a Notary Public in and for said County and State, came J.C. Rumsey and W.A. Dunmire, to me personally known to be the same persons 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.

(SEAL) My Commission Expires January 27, 1935.

F. C. Whipple  
Notary Public.

Recorded January 16, 1939 at 10:00 A.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 7163 &lt;

MORTGAGE

THIS INDENTURE, Made this 14th day of January 1939, by and between Kathryn Barnes, a widow, of Douglas County, Kansas, Mortgagor, and The Security Benefit Association, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Two Thousand Six Hundred and 00/100 Dollars (\$2,600.00), 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 One Hundred Seventy-two (172) and the North Half (N $\frac{1}{2}$ ) of Lot One Hundred Seventy-four (174) on Ohio Street, City of Lawrence in Douglas County, Kansas

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances therunto 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 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 Two Thousand Six Hundred and 00/100 Dollars (\$2,600.00), 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 and 67/100 Dollars (\$20.67), commencing on the

Reg. No. 1748 <  
Fee Paid \$6.50

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