Receiving No. 8007 <

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DOUGLAS COUNTY

(The following assignment is endorsed on the original instrument recorded in Book 72 Page 637.) ASSIGNMENT 0 KNGW ALL MEN BY THESE PRESENTS, That Harriott L. Robinson, as executrix of the last will and testa-mont of W.G.Robinson, deceased, Clay County, in the State of Kanass, executrix of the will of the within-named mortgagee in consideration of order of Probate Court of Clay County, Ms. of the first formation unto Harriett M. Robinson, individually, her heirs and assigns, the within mortgage deed, the real estat r and 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 WHEFEOF, The said executrix has hereunto set her hand this 17th day of June, 1938 Harriett M. Robinson As Executrix of the Last Will and Testament of W.G. Robinson, Deceased. STATE OF KANSAS) SS. Clay County. Be it Remembered, That on this 17th day of June, 1938 before me, W.H. Beall, a Notary Fublic in an for suid County and State, came Harriett H. Robinson, as executrix of the last will and testament of W. G.Robinson, deceased, to me personally known to be the same person who executed the foregoing instru IN WITHESS WHEREOF, I have hereunto subsoribed my name and affixed my official seal on the day and cent of year last above written. W. M. Boall (SEAL) My Commission expires May 18th, 1941. Notary Public. 0 Narold G. But Recorded June 22, 1939 at 3:05 P.M. Register of Deeds. No.1921 < Receiving No. 8016 < Paid \$2.50 MORTGAGE THIS INDENTURE, Kndo this 21st day of June, in the year of our Lord one thousand nine hundred thirty nine, between Chris Epley, a widewer in the County of Douglas and State of Kansas, of the first part, and The Liberty Life Insurance Commany,of Topeka, Sharmac County, Kansas, of the second part. / WITHESENTH, That the said party of the first part, in consideration of the sum of ONE THOUSAND and oc/loo - DOULARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents, do grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forwer, all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit; hurtz thent B Create Kanage Lot No. Twenty (20) on New Hampshire Street in the City of Lawrence, in Douglas County, Kansas 33 with the appurtenances, and all the estate, title and interest of the said party of the first part there in. And the said party of the first part does hereby covenant and agree that at the delivory hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of in-heritance therein, free and clear of all incumbrances, and that he will warrant and defend the same ater a amen Figures and control in the set of all incumerances, and that no will warrant and defend the same a set all claims whatsoever, This grant is intended as a Nortagage to secure the payment of the sum of a control the said party of the first part to the said party of the second party said note being given of for the said party of the said note being given by for the sum of OLE THOUSAND and control the part of the said party to th ferre note and coupons there to attached. 3 ue Q And this conveyance shall be void if such payment be made as in said note and coupons thereto attac actended of a ed, and as is hereinafter specified. And the said party of the first part hereby agroes to pay all taxes assessed on said premises before any ponalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgages in the sum of OHE THOUSAND and co/loo - - DOLLARS, in hol- derd Staid premises insured in favor of said mortgages in the sum of ONE THOUSAND and co/loo - - DULARS, in some insurance company satisfactory to said mortgages, in default whereof the said mortgages may pay the ftaxes and according penalties, interest and costs, and insure the same at the expense of the party of the first part; and the expense of such taxes and according penalties, interest and costs, and insurance, shall from the payment thereof be and beckne an additional lien under this mortgage upon the above-described If itst part; and the expense of such taxes and accruing ponalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortage upon the above-described premises, and shall bear interest at the rate of ton per cent per annum. But if default be made in such interest at the rate of ton per cent per annum. But if default be made in such interest is not thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance inmediately shall become absolute, and the whole principal of said note, and interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance inmediately shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest at the option of the second part for insurance, shall become absolute, and payable, or not, without notice, at the option of the party of the second part; and it shall be lawful for the party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner preserbed by law - appraisement heroby waived or not, at the option of the party of the second part, its successors or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the amount then due or to become due according to the first part, his heirs or assigns. The party of the first part further hereby transfer..., set over and convey to the party of the second part, its successors or assigns, forever, all rents, royalties, bonuses, and dealy moneys that may, for a time and the result of the first part, agree. to execute, aslowed-escribed land, or any portion thereof, and said part.. of the first part, agree. to execute, aslowed-escribed land, or any portion thereof, and said part.. of the first parts of the second p the Register day. Feel ţt. 7 beyond to find a such such as to restrict of the pray of the second parts of the upon the note(s) secured horeby, o to the reimbursement of the party of the second part for any sums advanced in payment of taxes, insurby, or and promiums, or other assessments, as herein provided, together with the interest due thereon, or to here dra all of them as second party may elect; and second, the balance, if any, upon the principal remain the unpaid; or said party of the second part may, at its option, turn over and deliver to the them wince a said lands, either in whole or in part, may or all such sums, without projudice to its rights to take g uranid; or said party of the second part may, at its option, turn over and deliver to the then owner said lands, either in whole or in part, any or all such sums, without projudice to its rights to take -

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