

MORTGAGE RECORD 85

Receiving No. 8690 (The following is endorsed on the original mortgage recorded in Book 82, page 229)
ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That E. M. Owen of Douglas County, in the State of Kansas, the within-named mortgagee in consideration of One dollar and other valuable considerations DOLLARS to E. M. Owen in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The First National Bank of Lawrence, Lawrence, Kansas 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 his hand this 16th day of September, 1939
 E. M. Owen

STATE OF KANSAS, }
 Douglas County, } ss.

Be it Remembered, That on this 16 day of Sept. A.D. 1939 before me, Geo W Yukne, a Notary Public in and for said County and State, came E. M. Owen 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.

(SEAL) My Commission Expires Jan 25 1942

Geo W Yukne
 Notary Public

Recorded September 25, 1939 at 10:55 A.M.

Harold G. Beck

Register of Deeds

Receiving No. 8692 (The following is endorsed on the original mortgage recorded in Book 74 at page 585)
ASSIGNMENT

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Clarence Sutton

D. Coen Byrn

STATE OF Kansas }
 COUNTY OF Douglas } ss:

Be it Remembered, that on this 16th day of May A.D. 1939 before me, the undersigned, a Notary Public in and for said County and State, came D. Coen Byrn the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My Commission Expires January 22nd 1938

Wm LeDoss
 Notary Public

Recorded September 26, 1939 at 1:30 P.M.

Harold G. Beck

Register of Deeds

Reg. No. 2018-
 Fee paid \$17.50

Receiving No. 8694

MORTGAGE

THIS MORTGAGE, made the Twenty-second day of September, A.D. 1939, between MARGARET S. HAINES, a Widow, of the County of Douglas, and State of Kansas, party of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey and having its chief office in the City of Newark, State of New Jersey, party of the second part,

WITNESSETH: That whereas the said party of the first part is justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of SEVEN THOUSAND AND NO/100 DOLLARS, to secure the payment of which she has executed her promissory note, of even date herewith, for SEVEN THOUSAND AND NO/100 Dollars, payable in annual payments, the first payment of ONE THOUSAND AND NO/100 Dollars being payable on the first day of October, 1940, and a like amount being payable annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the first day of October, 1949, which SEVEN THOUSAND AND NO/100 Dollars bears interest at the rate in said note set forth, payable semi-annually, on the first day of April and October of each year.

Said note provides that both principal and interest bear interest after maturity or upon any default in the payment of principal and/or interest at the rate of ten per cent. per annum, and said note is made payable to the order of said PRUDENTIAL INSURANCE COMPANY OF AMERICA at its office in Newark, New Jersey, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said party of the first part, in consideration of the price, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The North Half of the Southwest Quarter (1/2 SW 1/4) and the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, except a tract of Ten (10) acres, beginning at the Northwest Corner of the Southwest Quarter (SW 1/4) of Section Thirty-three (33), thence East Twenty (20) Rods, thence South Eighty (80) Rods, thence West Twenty (20) Rods, thence North Eighty (80) Rods to place of beginning, containing Two Hundred Thirty (230) acres, more or less, subject to Pipe line and Pole line Easements.

And the said party of the first part expressly agrees to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agrees that when any taxes or assessments shall be made upon said land, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the party of the first part will pay such taxes or

Dr. Haines See
 Book 69 Page 172