

Receiving No. 8760 <

MORTGAGE RECORD 85

(The following is endorsed on the original mortgage recorded in Book 59, at page 251.)

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS:

That The Richland State Bank of Shawnee County, in State of Kansas, the within named mortgagee, in consideration of the sum of Thirty five hundred and no/100 DOLLARS to _____ in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Winifred Bonander, 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 contained. IN WITNESS WHEREOF, the said mortgageeshave hereunto set their hands, this 7th day of May 1936.

The Richland State Bank, Richland, Kans.

(CORP. SEAL)

By: D. C. Van Nice
Vice Pres.

STATE OF KANSAS, _____ COUNTY, ss.

BE IT REMEMBERED, That on this 7th day of May A.D. 1936, before me, the undersigned, a Notary-public in and for said County and State, came D. C. Van Nice Vice Pres, of the Richland State Bank of Richland Ks. who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person has duly acknowledged the execution of the same.

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

Roland McDowell

Notary Public

(SEAL) Term expires Feb. 23, 1937.

(Seal shows Shawnee County)

Recorded October 3, 1939 at 3:00 P.M.

Register of Deeds

Receiving No. 8762 <

M O R T G A G E D E E D

Reg. No. 2065 <
Fee Paid \$5.50

THIS INSTRUMENT, Made this 3 day of October in the year of our Lord one thousand nine hundred thirty six

WITNESSETH, that Lee King and wife Vina A King of the county of Douglas and State of Kansas, parties of the first part, for and in consideration of Two hundred fifty 00/100 Dollars, convey and WARRANT to John L. Kilworth party of the second part, his heirs and assigns, the real estate hereinafter described, situate in the county of Douglas and State of Kansas, to-wit:

Lot number Eleven (11) in addition number Five (5) in that part of the City of Lawrence formerly known as North Lawrence

to secure to the said party of the second part the payment of an obligation contracted for the loan of money, as evidenced by one Bond number _____ of even date herewith, aggregating the sum of Two hundred Fifty ((250.00)) Dollars in and by which said bond the parties of the first part promise to pay to the order of John L. Kilworth the principal sum of Two hundred fifty ((250.00)) Dollars, five years after date thereof, with interest thereon at the rate of ten per centum per annum, interest payable semi-annually, according to and upon presentation of interest-coupons therefor thereunto attached, both principal and interest being payable at the Peoples State Bank in Lawrence, Kansas.

Also Providing, that in case any interest on any of said sums shall remain unpaid for ten days after the same becomes due, then the entire sums covered by said bond and secured by this Mortgage Deed shall at the option of the legal holder hereof, become immediately due and payable, without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired.

It is hereby Expressly Agreed, That said first parties shall insure the insurable buildings on said premises in favor of the party of the second part, against loss or damage by fire, in such sum, and in such fire insurance companies as the second party may direct, and maintain such insurance during the continuance of this mortgage.

It is further Expressly Agreed, That the first parties shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this mortgage.

It is further Agreed, That the first parties shall repay to the said second part all and every such sum or sums of money as may have been paid by them, or any of them, for taxes or assessments, or for premiums and costs of insurance, on the premises hereby conveyed, with interest thereon at the rate of ten per centum per annum from the time the said sum or sums have been respectively so advanced and paid, until the same are repaid, and all the said sum or sums of money, and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is further Agreed, That in case of default in the payment of said bond or any part thereof or any of the sums of money to become due as herein specified, according to the tenor and effect of said bond or in the case of the breach by the said parties of the first part of any of the covenants or agreements herein mentioned by said first parties to be performed, then the bond secured hereby shall bear interest at the rate of ten per centum per annum from date, and this conveyance shall become absolute, and the party of the second part be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof. And the said bond with interest thereon and all the moneys which may have been advanced and paid by the said second party, with the aforesaid interest thereon, shall, each and every one of them, thereupon become and be at once due and payable at the option of the legal holder hereof.

The first parties agree to pay the charges for entering satisfaction of this mortgage upon the records.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands the day and year above written.

Lee King

Vina A King

STATE OF KANSAS, }
Douglas County, } ss.

I, The undersigned, a Notary Public in and for said County and State, do hereby certify that on this 4th day of October A.D. 1936, personally appeared before me Lee King and wife Vina A King to me personally known to be the same persons who executed the foregoing mortgage as grantors, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Chester A. Penphill

Notary Public

(SEAL) My commission expires April 23 - 1940.

Recorded October 4, 1939 at 11:30 A.M.

Register of Deeds

I acknowledge payment in full of the within Mortgage, and hereby authorize the Register of Deeds to discharge the same of record. I did this 19th day of Oct. A.D. 1940
John L. Kilworth
Handwritten: This Release was written and signed by the Mortgagor and Mortgagess, and is not a release of the mortgage. It is a release of the mortgage only if the mortgage is not recorded.