MORTGAGE RECORD 85

CONTRACTOR DESCRIPTION OF TAXABLE PARTY.		
	STATE OF KANSAS, COUNTY OF SHAWNEE, SS. Be It Remembered, That on this eighth day of November, 1926, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared J. B. Sleeper, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. IN TESTINONY MIEREDF, I have bereunte set my hand and affixed my official seal, the day and year	(
	last above written. (SEAL) My commission expires October 31, 1930. Notary Public.	
	Recorded March 16, 1940 at 8:40 A.M. And And Register of Leeds	
	Receiving No. 9623 <	Î
	(This assignment is endorsed on the back of the original mortgage, recorded in book 80, page 147)	
	<u>ASSIGNMENT</u>	
	For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Julius Marks	
	John Hunzicker STATE GF Hansas) COUNTY OF Douglas]SS:	
	Fo It Remembered, that on this 18th day of March A.D. 1940 before me, the undersigned, a Notary Public in and for said County and State, case John Hunzicker 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 Scal the day and year last above written. Buth Christianson	
	(SEAL) My Commission Expires May 28 1941 Notary Fublic	
	Recorded March 18, 1940 at 4:45 F.M. Alasold A Refister of Deeds	
	Receiving No. 9649 <	
Reg.No.2217 <	<u>MORTCACE</u>	
	THIS INDERITURE, Made this 20th day of March in the year of our Lord one thousand nine hundred and forty between Lovin J. Mack and Jewel B. Mack, his wife of Lawrence, in the County of Douglas and State of Makas, of the first part, and Julius Marks of the second part: JWITHESEETH, That the said parties of the first part, in consideration of the sum of Five Hundred (\$600.00) and no/100 DULLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, soll 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 Mansa, described as follows, to-wit:	1
tenco is ho 1943. War	Lot Number Five (5) in Elock Humber Twenty five (25) in University Place Annex, an Addition adjacent to the City of Lawrence Douglas County, Kansas.	
trument In full, this FEB	with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lovin J. Mack and Jewel R. Mack, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and soized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances, and that they will war- nant and defend the same against all claims whatsower. This grant is intended as a mortgage to secure the payment of the sum of Five Hundred (\$500.00) DOLLARS, according to the terms of gagecreatin promises ry	
endorsed on the origin described having been ested discharged. and thisday	note this day executed by the said Lovin J. Yack and Jewel R. Mack, his wife to the/Barky of the second part; said note being given for the sum of Five Hundred DULLARS, dated March 20, 1940, due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of Firteen dollars each thereto attached. And this conveyance shall be vold if such paysant be made as in said note and coupons thereto attached, and this conveyance shall be vold if such paysant be made as in said note and coupons thereto attached, and as hereinafter specified. And the said partles 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 not less than \$1000.00 DULLARS, in some insurance company satisfactory	
The following is The note herein he lien thereby o As witness my h Attest:	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	[]
10 m	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 ponnities and interest and costs thereon remaining unpaid or which	
S S	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 it shall be lawful for the part of the second part, his oxecutors, administrators or assigns, at any time	0
NUD?	thereafter, to sell the preaffices hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, admin-	
No G	istrators or assigns, and out of all the moneys arising from such sale to rotain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part heirs and assigns.	
A B	IN TESTIMONY WHERE OF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.	
	Lovin J. Mack Jewel R. Mack	

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