

MORTGAGE RECORD 85

Receiving No. 10553

(The following is endorsed on the back of the original instrument, recorded Book 85, page 261)

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Ray H. and Mary O. Shackelford of Johnson County, in the State of Kansas, the within named mortgagee, in consideration of the sum of One Dollar and Other Valuable considerations DOLLARS, to them in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto PLAZA BANK OF COMMERCE, KANSAS CITY, MO. 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 mortgagees have hereunto set their hands this 20 day of April, 1940

Ray H. Shackelford

Mary O. Shackelford

State of Kansas,)
County of Jackson) SS. (SEAL shows "Jackson County, Mo.")

BE IT REMEMBERED, That on this 20th day of April, A.D. 1940, before me, the undersigned, a notary public in and for said County and State, came Ray H. and Mary O. Shackelford who are personally known to me to be the same persons who executed the foregoing Assignment of Mortgage, and such persons 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.

Virgil Sheffield

Notary Public

(SEAL) My Commission Expires June 21, 1941

Recorded August 2, 1940 at 9:40 A.M.

David A. Red

Register of Deeds

Reg. No. 2369 <
Fee Paid \$4.25

Receiving No. 10561 <

MORTGAGE

THIS INDENTURE, made the 29th day of June A.D. 1940 between Roy L. Sanford and Ethel B. Sanford, husband and wife, of the County of Garfield and State of Oklahoma, hereinafter called the mortgagor, which expression shall, wherever the context so admits, include their heirs, executors, administrators, successors and assigns, party of the first part, and BARTLETT MORTGAGE COMPANY, a corporation under the laws of Missouri, located at St. Joseph, Buchanan County, Missouri, hereinafter called the mortgagee, which expression shall, wherever the context so admits, include its successors and assigns, party of the second part.

Witnesseth: That said mortgagor in consideration of the sum of (\$1700.) SEVENTEEN HUNDRED DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to said mortgagee the following described real estate in the County of Douglas and State of Kansas, to-wit:

The South Half of the Northeast Quarter, and the Northwest Quarter of the Northeast Quarter, of Section Fifteen (15), in Township Twelve (12) South, of Range Eighteen (18) East.

To Have and To Hold the same, with appurtenances thereto belonging or in any wise appertaining, including any right of homestead and every contingent right or estate therein together with all rents and profits therefrom and all crops whatsoever produced thereon during the time this mortgage shall remain in force, unto said mortgagee; the intention being to convey an absolute title in fee to said premises.

Provided, However, that if said mortgagor shall pay or cause to be paid to said mortgagee, its successors or assigns, the principal sum of (\$1700.) as follows:

One Hundred Dollars (\$100.) on July 1, 1941,

One Hundred Dollars (\$100.) on July 1, 1942,

One Hundred Dollars (\$100.) on July 1, 1943,

One Hundred Dollars (\$100.) on July 1, 1944, and

Thirteen Hundred Dollars (\$1300.) on July 1, 1945,

with interest thereon at the rate of 4 1/2 per cent per annum, payable on the first day of January and July in each year according to the terms of their certain promissory note, executed and delivered by said mortgagor in consideration of the actual loan of said sum; said note being of even date herewith, payable in lawful money of the United States of America at the office of said mortgagee in St. Joseph, Missouri or at such other place as the legal holder of the principal note may designate in writing, each bearing interest at the rate of ten per cent per annum after maturity or default until paid; and shall perform all and singular the covenants herein contained; then this mortgage shall be void and said mortgagee shall execute and deliver a release hereof which shall be recorded by and at the expense of said mortgagor.

The said mortgagor hereby covenants to be lawfully seized of said premises, to have good right to convey the same and agrees to warrant and defend the same against the lawful claims of all persons whomsoever; and that said premises are free and clear of all encumbrances.

And the said mortgagor hereby covenants and agrees to pay or cause to be paid the principal sum and interest above specified in manner aforesaid, together with all court costs paid by said mortgagee in maintaining the priority of this mortgage.

And further, the said mortgagor does hereby expressly covenant, stipulate and agree as follows:

First: Until the debt hereby secured is fully satisfied, to pay immediately when due and before any penalty for non-payment attaches thereto, all taxes and assessments, general or special, which may be now or hereafter levied or assessed under any law now existing or hereinafter enacted upon the said land, premises or property, or upon the interest of the holder of this mortgage therein, or upon the debt hereby secured. Upon violation of the foregoing undertaking in any part or upon the passage by the State of Kansas of any law imposing payment of the whole or any part of the aforesaid taxes or assessments, upon said mortgage, or upon any subsequent holder of this mortgage, or upon the rendering by any Court of competent jurisdiction, of a decision holding that any undertaking by said mortgagor to pay such taxes or assessments, or any of them, or any similar undertaking, is in whole or in part legally inoperative or void, then and in such event, the debt hereby secured without deduction, shall at the option of said mortgagee, and without notice to any party, become immediately matured, due and payable, notwithstanding anything contained in this mortgage, or in any law hereinafter enacted. Said mortgagor to furnish said mortgagee on or before August first of each year a certificate from proper authority, showing the payment of all such taxes and assessments for the preceding year.

Second: To abstain from commission of waste on said premises and to keep all buildings, fences and other improvements upon said premises in as good repair and condition as they now are and to keep all buildings now and hereafter on said premises insured against fire and tornado for \$1700. for the benefit of said mortgagee, in insurance companies acceptable to it and to deliver policies of insurance with sat-

Assignment, see 85-425

4th release see Book 177 p. 44