

MORTGAGE RECORD 85

Receiving No. 11706

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That PEOPLES STATE BANK OF LAWRENCE, KANSAS, a corporation, in consideration of the sum of Six Thousand Three Hundred Thirty Three & 59/100 - - Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation of the State of New Jersey, having its principal office in Newark, New Jersey, its successors and assigns, one certain mortgage dated the 25th day of June, 1940, executed by MRS. AVERY JOHNSON, a single woman to PEOPLES STATE BANK OF LAWRENCE KANSAS and given to secure the payment of SIX THOUSAND FOUR HUNDRED AND NO/100 - - Dollars, and the interest thereon, duly filed for record in the office of the Register of Deeds of Douglas County, Kansas and recorded in Book 85 on Page 320-2 on the 25th day of June, 1940, together with the note, debts and claims secured by said mortgage and the covenants contained in said mortgage, and the said PEOPLES STATE BANK OF LAWRENCE, KANSAS hereby covenants, promises and agrees to and with THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, that there is now due and owing upon the said note and mortgage the sum of Sixty Three Hundred Thirty Three & 59/100 Dollars, principal, together with interest thereon as set forth in said note from April 1, 1941.

IN WITNESS WHEREOF, PEOPLES STATE BANK OF LAWRENCE, KANSAS has caused this instrument to be executed by its President and attested by its Secretary this 4th day of April, 1941.

(CORP. SEAL)

PEOPLES STATE BANK OF LAWRENCE, KANSAS
By T. J. Sweeney Jr. President

ATTEST:

S. A. Wood Secretary

STATE OF KANSAS)
COUNTY OF DOUGLAS)

BE IT REMEMBERED, That on this 4th day of April 1941, before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared T. J. Sweeney, Jr. President of PEOPLES STATE BANK OF LAWRENCE, KANSAS to me personally known to be the same person who executed the above and foregoing instrument of writing as President of said Corporation, and duly acknowledged the execution of the same for and on behalf, and as the act and deed of said Corporation.

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

Oscar J. Lane
Notary Public

(SEAL) My Commission Expires: 3-9-1942

Recorded April 4, 1941 at 2:20 P.M.

Register of Deeds.

Reg. No. 2624
Fee Paid \$3.00

Receiving No. 11725

KANSAS REAL ESTATE FIRST MORTGAGE

THIS INSTRUMENT, Made March 17, 1941 by and between Raymond E. Farmer, a single man, of the County of Douglas, State of Kansas, party of the first part, and BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, a corporation existing under and by virtue of the laws of Nebraska, party of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of One Thousand Two Hundred (\$1,200.00) DOLLARS, loaned by the said party of the second part, the receipt of which sum is hereby acknowledged by said party of the first part, does hereby SELL AND CONVEY unto the said party of the second part, its successors and assigns, the following described real estate, situated in the County of DOUGLAS and State of Kansas, to-wit:

The South half of the Northwest quarter, and the West half of the Northwest quarter of the Northeast quarter of Section Twenty-seven (27), Township Fourteen (14) South, Range Eighteen (18) East of the Sixth Principal Meridian, subject to easement for electric line in favor The Kaw Valley Electric Cooperative Company,

"THE INDEBTEDNESS SECURED BY THIS INSTRUMENT REPRESENTS THE BALANCE DUE OF THE SUM AGREED BY THE MORTGAGOR TO BE PAID TO THE MORTGAGEE FOR THE PROPERTY HEREIN DESCRIBED, AND IT IS UNDERSTOOD BY AND BETWEEN MORTGAGOR AND MORTGAGEE THAT THERE ARE TO BE NO LIENS PRIOR THERETO."

TO HAVE AND TO HOLD said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors and assigns, forever. The said party of the first part covenants with the party of the second part that said party of the first part is lawfully seized in fee simple of said premises; that he has good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that he will warrant and defend the title to the said premises unto the said party of the second part, its successors or assigns forever, against the claims of all persons, and the said party of the first part hereby relinquishes all his marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions:

FIRST, That said party of the first part shall pay to the party of the second part, its successors or assigns, TWELVE HUNDRED (\$1,200.00) DOLLARS, payable in installments, as follows:

Fifty	Due Sept. 1, 1941,	Seventy-five	Due Sept. 1, 1946,
Fifty	Due March 1, 1942,	Seventy-five	Due March 1, 1947,
Fifty	Due Sept. 1, 1942,	Seventy-five	Due Sept. 1, 1947,
Fifty	Due March 1, 1943,	Seventy-five	Due March 1, 1948,
Fifty	Due Sept. 1, 1943,	Seventy-five	Due Sept. 1, 1948,
Fifty	Due March 1, 1944,	Seventy-five	Due March 1, 1949,
Fifty	Due Sept. 1, 1944,	Seventy-five	Due Sept. 1, 1949,
Fifty	Due March 1, 1945,	Seventy-five	Due March 1, 1950,
Fifty	Due Sept. 1, 1945,	Seventy-five	Due Sept. 1, 1950,
Fifty	Due March 1, 1946,	Twenty-five	Due March 1, 1951,

with interest thereon, payable semi-annually from March 1, 1941, according to the terms of one promissory note, all signed by said party of the first part, payable to the order of BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, bearing even date herewith.

SECOND, That in consideration of the rate of interest at which the loan hereby secured in made, said party of the first part expressly agrees to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said notes hereby secured, or against this mortgage, or against the owner of said notes and/or mortgage on account of the debt hereby secured. However, if such taxes and assessments when added to the interest shall exceed ten per cent per annum upon the principal of the debt hereby secured, said party of the first part herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said notes contracted to be paid shall equal ten per cent per annum on the principal of the debt hereby secured.

Know All Men By These Presents, That we, the Bankers Life Insurance Company of Nebraska, the mortgagee under signed, do hereby acknowledge and certify that the foregoing mortgage and all other documents connected therewith were duly executed by the mortgagor, and that the same are true and correct copies of the original as the same were presented to us for filing and recording. In presence of (Copy being retained by the undersigned)

This release was written on the original mortgage entered this 9th day of April 1941 at Lawrence, Kansas.

David A. Bueh
 Register of Deeds
 Deputy