

MORTGAGE RECORD 88

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said J. Marvin LeSuer and Mildred LeSuer have this day executed and delivered their certain promissory note in writing to said party of the second part, of which the following is a true copy

This note is secured by real estate mortgage on and covering all of Lot 69 and the North half of Lot 71 on Ohio Street, in the City of Lawrence, in Douglas County, Kansas.

For value received we promise to pay to The City National Bank and Trust Company of Kansas City, as Trustee under the Last Will and Testament of D. P. Paxton, Deceased, or order, the sum of Three Thousand Dollars, at the office of The City National Bank and Trust Company of Kansas City, in Kansas City, Missouri, in installments payable as follows, to wit: \$150.00 on the 1st day of March, 1943, and \$150.00 on the 1st day of September, 1943, and a like sum on the first days of March and September in each year thereafter until the sum named is fully paid, with interest from this date at the rate of five per cent per annum. The interest on each installment and the interest on the unpaid balance of the principal sum are to be paid at the maturity of each installment. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once. Privilege is given to pay \$100.00, or any multiple thereof, on any interest paying date upon giving 30 days' notice in writing.

J. Marvin LeSuer
Mildred LeSuer

NOW, If said parties of the first part shall pay, or cause to be paid, to said party of the second part its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

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

J. Marvin LeSuer
Mildred LeSuer

STATE OF KANSAS,)
County of Douglas,) ss

BE IT REMEMBERED, That on this 1st day of September, A. D. 1942, before me, the undersigned, a notary public in and for the County and State aforesaid, came J. Marvin LeSuer and Mildred LeSuer, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such person duly acknowledged the execution of same.

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

(SEAL) Term expires September 21st, 1943

M. R. Gill
Notary Public

Recorded September 2, 1942 at 11:55 A. M.

Harold A. Beck

Register of Deeds

Receiving No. 15537

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ELEVEN THOUSAND AND NO/100 - - DOLLARS Mortgage of \$11,000.00 given by Addie U. Penny and M. N. Penny, her husband, to THE PIONEER MORTGAGE COMPANY, dated August 25th, 1942, and recorded in Vol. 88 at page 234-5 of the records of Douglas County, Kansas, upon which there has now been advanced and now remains owing and unpaid the principal sum of \$11,000.00, is hereby assigned, together with the note and all securities thereto, to THE SECURITY BENEFIT ASSOCIATION of Topeka P. O., State of Kansas

Dated August 29th 1942

Attest: J. E. Rosebrough Secretary (CORP. SEAL)

THE PIONEER MORTGAGE COMPANY,
By Arch M. Catlin President

STATE OF KANSAS, COUNTY OF SHAWNEE, SS.

Be It Remembered, That on this 23th day of August, 1942, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Arch M. Catlin, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL) My commission expires July 29th, 1946

Mary Whitlock,
Notary Public

Recorded September 2, 1942 at 2:32 P. M.

Harold A. Beck

Register of Deeds

Receiving No. 15556

MORTGAGE

Reg. No. 3122
Fee Paid \$3.75

THIS INDENTURE, "ade this first day of September in the year of our Lord nineteen hundred and forty-two (1942) by and between Fred Ellsworth and Lucile Ellsworth, his wife, of the County of BOUGLAS and State of Kansas, parties of the first part, and THE STANDARD LIFE ASSOCIATION, of Lawrence, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of FIFTEEN HUNDRED ... DOLLARS to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN SELL, and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of DOUGLAS and State of Kansas, to-wit:

Lots Five (5) and Sixteen (16) and the North Ten (10) feet of Lot Six (6); also the South Thirty-seven and one-half feet (37½) of Lots Four (4) and Seventeen (17) all in University Heights, an addition to the City of Lawrence, Kansas.

TO HAVE AND TO HOLD, the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree

Received by J. Marvin LeSuer and Mildred LeSuer, husband and wife, the sum of Three Thousand Dollars and no/100 - - Dollars, in full satisfaction of the within mortgage. The City National Bank and Trust Company of Kansas City, as Trustee under the Last Will and Testament of D. P. Paxton, Deceased, or order, the sum of Three Thousand Dollars, at the office of The City National Bank and Trust Company of Kansas City, in Kansas City, Missouri, in installments payable as follows, to wit: \$150.00 on the 1st day of March, 1943, and \$150.00 on the 1st day of September, 1943, and a like sum on the first days of March and September in each year thereafter until the sum named is fully paid, with interest from this date at the rate of five per cent per annum. The interest on each installment and the interest on the unpaid balance of the principal sum are to be paid at the maturity of each installment. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once. Privilege is given to pay \$100.00, or any multiple thereof, on any interest paying date upon giving 30 days' notice in writing.

September 25, 1952
This release was written on the original mortgage entered this 21st day of October, 1952.
J. Marvin LeSuer
Mildred LeSuer
Harold A. Beck
Register of Deeds