

MORTGAGE RECORD 88

Receiving No. 20261

AGREEMENT AND ASSIGNMENT OF CLAIM

WHEREAS, Louis Georgii, being the duly appointed, qualified and acting Executor of the estate of Noah S. Weimer, deceased, did present his report of the sale of the hereinafter described personal property, to the Superior Court of Los Angeles County for confirmation, on the 18th day of September, 1935 and the Court having made its order confirming said sale, and ordering the said Executor to sell and transfer to W. M. Clark and C. B. Butell, of Baldwin City, Kansas, all right title and interest of the estate of Noah S. Weimer in and to the personal property hereinafter described,

NOW, THEREFORE, in consideration of the sum of Three Hundred Fifty Dollars (\$350.00) paid to him in hand, by the said W. M. Clark and C. B. Butell, the said Louis Georgii, as Executor of the Last Will and Testament of Noah S. Weimer, deceased, does hereby sell, assign and transfer, without recourse, to the said W. M. Clark and C. B. Butell, all the right, title and interest of the Estate of Noah S. Weimer, deceased, in and to that certain personal property hereinafter described, to wit:

That certain debt and account of one W. H. Pardee and Agnes Pardee, as evidenced by an agreement entered into by the heirs and creditors of Agnes Pardee, deceased, late of Douglas County, Kansas, recorded in Book 67, page 148, Records of Douglas County, Kansas and in subsequent agreements between the same parties, made under date of June 24, 1930, November 18, 1930, and October 14, 1931 for the original amount of \$1410.00; TOGETHER with all right, title, and interest of said estate in and to the certain note of \$1500.00, heretofore signed by said W. H. Pardee and Agnes Pardee, upon which there is a balance of principal of \$1410.00; And the said W. M. Clark and C. B. Butell are hereby authorized to collect said claim and release said agreement as fully as the said Noah S. Weimer could in person.

Louis Georgii
Executor of the Estate of Noah S. Weimer
deceased.

STATE OF CALIFORNIA, County of Los Angeles, SS

On this 18th day of September, 1935, before me, Donald P. Nichols, a Notary Public in and for the County of Los Angeles, State of California, personally appeared LOUIS GEORGII, Executor of the Estate of Noah S. Weimer, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.

(SEAL) My Commission Expires August 7 1935

Donald P. Nichols
Notary Public in and for the County
of Los Angeles, State of California.

Recorded Mar 29 1944 at 3:35 P.M.

Harold A. Beck Register of Deeds

Receiving No. 20290

MORTGAGE

Reg. No. 3706
Fee Paid..\$3.75

This release was written on the original mortgage this 11 day of Sept 1943
Harold A. Beck
Reg. of Deeds

THIS INDENTURE, MADE this 31st day of March in the year of our Lord one thousand nine hundred and forty-four, between Roy W. Stecher or Ada Stecher, his wife of Baldwin in the County of Douglas and State of Kansas Parties of the first part, and The Peoples National Bank of Ottawa, Kansas party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1,500.00 Fifteen hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part its successors or assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

South one-half (S $\frac{1}{2}$) of the southeast quarter (SE $\frac{1}{4}$) of Section Eighteen 18 Township Fifteen (15) Range Twenty (20) less the railroad right-of way.

with the appurtenances, and all the estate, title and interest of said parties of the first part therein And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$ Two thousand and no/100 Dollars, each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1,500.00 Fifteen hundred and no/100 DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 31st day of March, 1947, to the order of said second party

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part its successors or assigns at any time, thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said first parties or their heirs and assigns.

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

Roy W. Stecher
Ada Stecher

STATE OF KANSAS, FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 31st day of March A. D. 1944 before me, a Notary Public in and for said County and State, came Roy W. Stecher and Ada Stecher, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

(SEAL) Commission expires April 26, 1945

J. G. Spears
Notary Public

Recorded April 3, 1944 at 4:00 P.M.

Harold A. Beck Register of Deeds

The within mortgage having been paid in full, it is hereby released on this the original instrument, this 10th day of February, 1945
Attest: C. O. Burrows
By W. B. D. Wilcox
C. O. Burrows
Clerk