

Receiving No. 24916

MORTGAGE RECORD 89

Reg. No. 4405
Fee paid \$12.50

MORTGAGE

THIS INDENTURE, Made this 5th day of October 1945 between Glen E. Freeman and Margaret L. Freeman of Douglas County, in the State of Kansas of the first part, and Dean S. Nilson and/or Edna Mae Nilson, husband and wife, of Sublette of Haskell County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand only DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

The North Half of Lot 42 Mass. St., Lawrence, Douglas County, Kansas, or what is known as 740 Mass. St.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon the express condition, that whereas said first parties have this day executed and delivered a certain promissory note to said parties of the second part for the sum of \$5000 DOLLARS bearing even date herewith, payable at Sublette Kansas, in equal installments of DOLLARS each, the first installment payable on the day of 19, the second installment on the day of 19 and one installment on the days of and in each year thereafter, until the entire sum is fully paid.

And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable at the option of the parties of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent, per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now, if said first parties shall pay or cause to be paid to said parties of the second part, their heirs 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; and 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, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for them and their heirs, do hereby covenant to and with the said parties of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

Glen E. Freeman
Margaret L. Freeman

STATE OF KANSAS)
DOUGLAS COUNTY)SS.

BE IT REMEMBERED, That on this 5th day of October A.D. 1945 before me, the undersigned, a Notary Public in and for said County and State, came Glen E. Freeman and Margaret L. Freeman, husband and wife to me personally known to be the same persons who executed the foregoing instrument of writing, 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) My Commission expires Feb. 3, 1947

J. M. Clevenger
Notary Public

Recorded October 11, 1945 at 3:15 P.M.

Harold A. Beck Register of Deeds

Receiving No. 24921

ASSIGNMENT

The following is endorsed on the original mortgage recorded in Book 69 page 560.

For Value Received the undersigned owner of the within mortgage, does hereby assign and transfer the same to Mary E. Strong.

Mary E. Strong, Admx.
Estate Frank Strong deceased

STATE OF KANSAS)
COUNTY OF DOUGLAS)ss:

Be it Remembered, that on this 21 day of October A.D. 1935 before me, the undersigned, a Notary Public in and for said County and State, came Mary E. Strong, Admx. of Estate of Frank Strong, deceased the mortgagee named in the foregoing mortgage, to me known to be the same person as Mary E. Strong, Admx. Estate Frank Strong deceased as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment, as such administratrix.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My Commission expires Jan. 15 1936.

Mary C. Morgan
Notary Public

Recorded October 12, 1945 at 9:30 A.M.

Harold A. Beck Register of Deeds

Receiving No. 25010

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Charles A. Pieratt and his wife, Edith G. Pieratt dated the 27th day of March, A.D. 1943, which is recorded in Book 87 of Mortgages, page 398, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 6th day of October, A.D. 1945.

E. E. Stevenson

for satisfaction see Book 69 page 560