

Assignment of mortgage for and in consideration of five hundred and fifty Dollars to me in hand paid the receipt whereof is hereby acknowledged, by A. H. Foote, Executor, the Mortgage within named, hereby assign and transfer to David C. Brown or his assigns, the debt by the within Mortgage secured and also all right title and interest in and to the lands and tenements in said Mortgage mentioned and described in - Dated this 22^d day of August A.D. 1883

A. H. Foote, Executor [Seal]

Recorded August 29th 1883 at 10 am.

Atty. General's Register of Deeds

incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part his successors heirs and assigns forever against all persons lawfully claiming the same.

Provided Always And these presents are upon this express condition that whereas the said Ella F. Cooper and Wilson L. Cooper her husband are jointly indebted unto the said A. H. Foote executor in the principal sum of Five hundred and fifty (550) Dollars lawful money of the United State of America being for a loan thereof on the day and date hereof made by the said A. H. Foote executor to the said Ella F. Cooper and Wilson L. Cooper her husband and secured to be paid by a certain promissory note of the said Ella F. Cooper and Wilson L. Cooper her husband bearing even date herewith payable to the order of the said A. H. Foote on or before January 1st 1885, at the office of A. H. Foote in the City of Lawrence and State of Kansas with interest at the rate of seven per cent per annum from date until said principal sum is fully paid said interest to be paid annually on the 28th day of August in each and every year at the office of A. H. Foote in the City of Lawrence Kansas. And in and by said promissory note it is agreed that if default be made in the payment of any one of the installments of interest aforesaid at the time and place aforesaid then at the election of the legal holder of said note the said principal sum of Five hundred and fifty (550) Dollars with all the interest thereon shall at once become due and payable anything thereinbefore contained to the contrary notwithstanding, such election to be made at any time after the expiration of three days without notice parties of the first part having the right to make payments at any time in sums of not less than twenty five dollars on the principal.

Now if the said parties of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned with the interest thereon according to the tenor and effect of said note then these presents shall be null and void.

But if any one of said sums of money or any interest thereon is not paid when the same is due and payable, or if any taxes or assessments levied against said property are not paid when the same are payable or if default shall be made in the agreement to keep said premises insured as hereinafter set forth then in either of these cases the whole of said sums mentioned in said note together with the interest thereon shall and by this indenture does immediately become due and payable at the option of the party of the second part or his successors or assigns at any time time thereafter exercised without notice to the parties of the first