

of the said Court and County, the 25 day of Feb. 1895.

E. B.
Recorded March 7. 1895 at 11:45 o'clock A.M.

Henry D. Curroy Clerk.

James Brooks
Register of Deeds.

Know all Men by these Presents, That I, Samuel Nymman junior of the City of New York Trustee for Mary C. Spencer party of the first part, in consideration of the sum of One thousand four hundred and ten ⁷³/₁₀₀ Dollars, lawful money of the United States, to me in hand paid by Elders C. Spencer of the City of Lawrence County of Douglas and State of Kansas party of the second part, at or before the making and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said party of the second part, a certain Indenture of Mortgage, bearing date the twenty eighth day of December in the year one thousand eight hundred and eighty two made by Mary C. Spencer of the City of Elizabeth, County of Union and State of New Jersey to Roselma D. Swain of the City of Lawrence, County of Douglas and State of Kansas to secure the payment of the sum of fourteen hundred Dollars and interest and recorded in the Office of the Register of Deeds of Douglas County, State of Kansas in Mortgage Book 4 page 183 January 7th 1883 and by the said Roselma D. Swain duly assigned and transferred to me the said Samuel Nymman junior, Trustee aforesaid by assignment recorded in said Registers Office in Mortgage Book 4 pages 183 and 186 February 26th 1883, together with the bond or obligation therein described, and the money due and to grow due thereon, with the interest, To have and to hold the same unto the said party of the second part his executors, administrators and assigns forever, subject only to the proviso in the said Indenture of Mortgage mentioned. And I do hereby make, constitute and appoint the said party of the second part my true and lawful attorney, irrevocable in my name or otherwise, but at his own proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest, and in case of payment, to discharge the same as fully as I might or could do if these presents were not made. Provided however and this assignment is made and accepted upon the express condition that no recourse whatever shall at any time or in any event be had to or against the said party of the first part hereto or