

The following is endorsed on the original instrument:
 For and in consideration of Twenty five hundred dollars, to said party of the first part, the receipt whereof is hereby acknowledged, the mortgage herein named, do hereby assign and transfer to said party of the second part, the note by the foregoing mortgage secured, and all hereby assigned, transfer and set over into the said party of the second part, all right, title and interest in the lands and premises in said mortgage mentioned and described. In witness whereof, I have hereunto set my hand and seal, at Lawrence, Kansas, at this 20th day of March A.D. 1904.
 Emma S. Sevan
 Notary Public
 My commission expires April 10th 1905

Mortgage

This Indenture, made this 1st day of November in the year of our Lord one thousand eight hundred and ninety nine, by and between Hubbard H. Carr and Sarah E. Carr, husband and wife of the County of Douglas and State of Kansas, parties of the first part, and Emma S. Sevan of the County of Douglas and State of Kansas party of the second part, witnesses, that the said parties of the first part, in consideration of the sum of twenty five 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, and to her heirs, executors, administrators and assigns, all of a certain parcel of land or real estate, situated in the County of Douglas and State of Kansas, and more particularly bounded and described as follows, to-wit: All that portion of the southeast quarter of section number Twelve (12, S.) lying west of the Wakarusa River, in Township number Thirteen (13, S.) of Range number Twenty (20, E.) in Douglas County, Kansas containing one hundred and Twenty acres more or less as shown by Government survey. To have and to hold the said described premises, together with all rights and claims of homestead exemption of the said parties of the first part, their heirs, executors, administrators or assigns therein, with all the privileges, rights, hereditaments and appurtenances to the said premises, and ^{homestead} exemption, in anywise appertaining and belonging, to the only proper use and benefit of the said party of the second part, her heirs, executors, administrators and assigns forever. Provided, nevertheless, and these presents are made expressly upon conditions as follows, to-wit: That whereas the said Hubbard H. Carr and Sarah E. Carr husband and wife are justly indebted to the party of the second part in the sum of Twenty five hundred dollars according to the tenor and effect of our certain promissory note executed by the said Hubbard H. Carr and Sarah E. Carr husband and wife of even date herewith, and payable on or between the first day of November 1904 to the order of the said party of the second part, in the aforesaid sum of money, for value received, with interest thereon at the rate of five per cent, per annum, from the date of said promissory note, interest payable annually on the first day of November and in each year, according to and upon presentation of coupons or interest notes therefor, thereunto attached, but with interest at the rate of ten per cent, per annum, on said note and the several coupons after the same become due and payable whether by reason of maturity of the said principal sum and coupon, or by reason of the forfeiture of any of the covenants and agreements in said bond or this mortgage, both the principal and interest being payable at Lawrence, Kansas. All appurtenances and whatever expressly mentioned and if default be made in the payment of any interest note or any part thereof, for the space of ten days after the same shall become due and payable, then all said principal and interest notes shall, at the option of the party of the second part, of the legal holder of said note, become and be at once due and payable, without further notice. Now, if the said Hubbard H. Carr and Sarah E. Carr, their executors, or administrators, shall well and truly pay or cause to be paid unto the said party of the second part or to the legal holder of said promissory note, the principal sum therein mentioned, with the interest to accrue thereon, the said principal or interest becomes due and payable by the tenor and effect of the said note, and if, at the specified time when the said principal sum or any part thereof, or the interest thereon shall become due and payable, the said Hubbard H. Carr and Sarah E. Carr heirs, executors or administrators, shall also repay to the

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