

The following is extracted from the original instrument.

For value received, I hereby sell and assign the within mortgage and the notes thereon described, to George Sackville.

Conelia Kluge, Notary Public, State of Kansas.

State of Kansas }
County of Douglas }
Wm. S. McCall, Notary Public, State of Kansas.

Be it remembered that on this 24th day of March 1905, appeared before me, a Notary Public in and for said County and State, Wm. S. McCall, Notary Public, and personally known to be the same person whose name is subscribed to the foregoing assignment, and duly acknowledged the execution thereof. On request of said party, I have hereunto subscribed my name and affixed my official seal, in the day and year last above written. C. W. Mantel, Notary Public, State of Kansas.

My commission expires January 23-1906.

(See 16th Sec. 34, Article 41, Page 396.)

This indenture made this thirteenth day of February, in the year of our Lord nineteen hundred, between Max R. Helstrom and Luella Helstrom his wife (being of lawful age of the County of Douglas, and State of Kansas, of the first part, and Wm. S. McCall of Lawrence Kansas, of the second part, witnesseth, that the parties of the first part, in consideration of the sum of \$850, eight hundred and fifty Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by their presents do grant, bargain, sell and convey to the said party of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit: The northwest fractional quarter of section Four (4) also sixteen and two thirds ($16\frac{2}{3}$), acres in the north east quarter of section Five (5) described as follows, beginning at the south east corner of said north east quarter, thence north ninety six (96) rods, thence west eight and one third ($8\frac{1}{3}$) rods, thence south to the center of Rock Creek, thence westerly along the bed of said creek about twenty five (25) rods, to a point thirty three and one third ($33\frac{1}{3}$) rods due west from the east line of said section thence south to the south line of said quarter section, thence east to the place of beginning, all being in Township fourteen (14) of Range eighteen (18) and containing in all 116 acres of land more or less with the appurtenances and all the estate, title and interest of the 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 incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons. This grant is intended as a mortgage to secure the payment of the sum of \$850, eight hundred and fifty dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part, to wit: Note No. 1 for eight hundred and fifty Dollars, due March 1st, 1905, all dated February 13, 1905, payable to Wm. S. McCall or order, at the Importers and Traders National Bank of New York City, N. Y., with interest payable semi-annually on the first days of March and September in each year according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent, and will keep the buildings on said property insured for \$1 in some approved Insurance Company, payable, in case of loss, to the mortgage or assigns, and deliver the policy to the mortgagee as collateral security thereto. Now I, such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part, but in default of such payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten days after the same become due, the said first parties agree to pay to said second party or his assigns, interest at the rate of ten per cent per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total