

The following is endorsed on the original instrument -

Not and in consideration of One Thousand Dollars to me in hand paid by the receipt whereof is hereby acknowledged, H. M. Hungerford, the mortgagee, with all manner, advantage, assign and transfer to J. M. Nichols at her assign the note by the foregoing mortgage issued, and do hereby assign and transfer to the said J. M. Nichols all my right, title and interest to the land and tenements in said mortgage mentioned and described. As witness whereof, I have hereunto set my hand and seal at Lawrence in the county of Douglas and State of Kansas this 19th day of November A.D. 1911.

Signed sealed and delivered in presence of J. H. Crew -

H. M. Hungerford (and)

(and)

My commission expires Feb. 26, 1912.

J. H. Crew, Notary Public.

Recorded Nov. 22, 1911.

J. H. Crew, Notary Public.

This indenture, made this first day of December in the year of our Lord one thousand nine hundred, between Nathan P. Hurley and Eunice C. Hurley his wife of Eudora in the county of Douglas and state of Kansas, of the first part, and H. M. Hungerford of the second part; Witnesseth, that the said parties of the first part, in consideration of the sum of One Thousand dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain sell and mortgage to the said party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the county of Douglas and state of Kansas, described as follows, to-wit: The north half $\frac{1}{2}$ and the south east quarter $\frac{1}{4}$ of the south west quarter $\frac{1}{4}$ of section number twenty eight 28 in township number thirteen 13 south of Range number twenty one 21 East of the sixth 6th Principal Meridian and containing one hundred and twenty 120 acres 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One thousand dollars, according to the terms of one certain promissory note this day executed by the said Nathan P. Hurley and Eunice C. Hurley to the said party of the second part. Said note being given for the sum of One Thousand dollars, dated December 1st 1911, due and payable in one year from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgage, in the sum of dollars, in some insurance company satisfactory to said mortgage, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall form the payment thereof and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment of any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party of the second part, his executor, administrators and

The following is endorsed on the original instrument Release. The note herein described having been