The following assignment is endorsed on the original instrument

Assignment.

Know all Men by these Presents, That Charles L. Effinger of Shawnee County in the State of Kansas, the within named mortgagee in consideration of the sum of One Dollar to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over and convey unto the Southern Kansas Railway Company of its successors and assigns, the within mortgage debt, the same fully secured and the promissory notes, debts, and claims thereby secured, and covenants therein contained, to hold the same forever subject nevertheless to the conditions therein contained, but without recourse on the undersigned. In witness whereof, the said mortgagee has hereunto set his hand this 20 day of September 1883.

Witness: Chas. L. Effinger

Recorded Oct. 2, 1883 at 11 o'clock P.M.

the County of Douglas and State of Kansas described as follows to wit

The East half of the South West quarter of Section Ten 10 in Township Thirteen 13 South of Range Eighteen 18 east Eighty 80 acres excepting the following described tract to wit Begin Eighty 80 rods East of the South West corner of said quarter section thence North to the Wakarusa Creek thence down said creek to such distance that if a line drawn South to the South line of said quarter section and West to the place of beginning there shall be five 5 acres Also accept right of way of St. L. & N. R. R. also begin at the North east corner of southeast quarter of said Section Ten 10 same Township & Range thence West Sixty 60 rods thence South Eighty 80 rods thence West one hundred to the West line of said quarter Section thence South Eighty 80 rods thence East one hundred & sixty 160 rods thence North to the place of beginning excepting the land lying on the North side of Boom Creek

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 indefeasible estate of inheritance therein free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of Three Thousand Dollars balance of purchase money on the above described tracts of land according to the terms of 3 certain notes this day executed and delivered by the said Daniel H. Bailey to the said party of the second part and this conveyance shall be void if such payment be made as herein specified But if default be made in such payment or any part thereof or interest thereon or the taxes or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part his executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law of appraisement hereby waived or not at the option of the party of the second part his executors administrators or assigns and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the overplus if any there be shall be paid by the part making such sale on demand to the said parties of the first part or their heirs and assigns