

The following assignment is enclosed on the original instrument:-
 For value received I hereby sell transfer and assign all my right title and interest in
 and to the within mortgage and the real estate thereby conveyed and the debt by said
 mortgage secured to Mrs. Mary A. Barnes Hoyt, and guaranty the payment of said
 debt and mortgage. Dated Feb. 23, 1885.
 C. C. Shelly

Register of Deeds.

Recorded Feb. 23, 1885 at 5 O'clock P.M.

to said east line of Missouri Street produced, thence north on said east line of Missouri Street produced, two hundred and ninety eight and $\frac{7}{8}$ (298 $\frac{7}{8}$) feet, to the place of beginning, all in the North East quarter of Section Thirty six (36) in Township twelve (12) of Range nineteen (19) and containing about two acres of land. Do have and to hold the same with all and singular the hereditaments and appurtenances therunto belonging unto the party of the second part and to his heirs and assigns forever. And the said Josephine B. Hoyt and Charles H. Hoyt her husband 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 in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever against all persons lawfully claiming the same.

Provided Always and these presents are upon this express condition that whereas the said Josephine B. Hoyt and Charles H. Hoyt are justly indebted unto the said David S. Swaim in the principal sum of Eight Hundred (\$800) Dollars lawful money of the United States of America being for a loan thereof on the day and date hereof made by the said David S. Swaim to the said Josephine B. Hoyt and Charles H. Hoyt her husband and secured to be paid by one certain promissory note of the said Josephine B. Hoyt and Charles H. Hoyt her husband bearing even date herewith payable to the order of the said David S. Swaim in three years from the date thereof at the office of A. H. Froote in the City of Lawrence and State of Kansas with interest to be paid annually on the fifteenth day of October in each and every year said several installments of interest being further specified by three interest notes or coupons of even date herewith attached to the said note and payable at said office of A. H. Froote in the City of Lawrence Kansas. And in and by said promissory note it is agreed that if default be made in the payment of any one of the installments of interest aforesaid at the time and place aforesaid then at the election of the legal