

and may recover for all such payments with interest at ten per cent per annum in any suit for the foreclosure of this mortgage; and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time hereafter to sell the premises hereby granted, or any part thereof in the manner prescribed by law, appraisement waived or not at the option of the party of the second part and out of all moneys arising out of such sale to retain the amount then due or to become due according to the conditions of this instrument, and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale. IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

David M. Horkmans (SEAL)

Gertrude Horkmans (SEAL)

State of Kansas County of Douglas SS. BE IT REMEMBERED That on this 14th day of September, A. D. 1909 before me a Notary Public in and for said County and State, came David M. Horkmans and Gertrude Horkmans his wife, to me personally known to be the same persons described in and who executed the foregoing mortgage and duly acknowledged the execution thereof. IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal on the day and year last above written. My commission expires March 30th 1913. (SEAL) Joseph E. Riggs, Notary Public.

Recorded Sept 14th A. D. 1909 at 2:10 P.M.

*Floyd L. Lawrence*  
Register of Deeds.

*The following is endorsed on the original instrument Recorded Book 44 Page 343*  
FOR VALUE RECEIVED, I hereby assign and transfer the within mortgage, together with the note thereby secured, to E. O. Perkins without recourse.

F. N. Bruner

By Lucius H. Perkins attorney-in-fact

State of Kansas County of Douglas SS, On this 29 day of May 1907 before me a Notary Public within and for said County and State, came F. N. Bruner, by Lucius H. Perkins to me known to be his duly authorized attorney-in-fact to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution of the same, for the uses and purposes therein named. In Witness Whereof I have hereunto subscribed my name and affixed my official seal at Lawrence Kan. the day and year last above written.

My commission expires July 28, 1909 (SEAL) F. M. Perkins, Notary Public.

Recorded Sept. 18th A. D. 1909 at 8:45 A.M.

*Floyd L. Lawrence*  
Register of Deeds.

*(See next page for will)*  
This Indenture made this 1st day of July in the year of Our Lord one thousand nine hundred and nine be and between C. B. McClelland & wife Maude McClelland of the County of Douglas and State of Kansas, parties of the first part and The State Savings Bank, Topeka Kans. a corporation, party of the second part. WITNESSETH: That the said parties of the first part for and in consideration of the sum of Sixteen Hundred Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted bargained and sold, and by these presents do grant bargain and sell, convey and confirm unto said party of the second