

The following is endorsed on the original instrument recorded the 10th day of January 1911.

FOR value received the within named mortgagee hereby sells, assigns and transfers to A.K. Leitheuser heirs and assigns, the within mortgage, and all rights thereunder, and the note and debt secured thereby. Signed and executed this 9th day of January A.D. 1911.

(CORP. SEAL.)

Peoples State Bank
By W. Bromelsick, President.

State of Kansas County of Douglas, SS Personally appeared before me, a Notary Public in and for the County and State aforesaid, this 9th day of January A.D. 1911 W. Bromelsick as president of the within named corporation mortgagee, personally known to me to be the same person who executed the above assignment, and duly acknowledged the execution of the same to be the act of said corporation. In Witness Whereof I have hereunto set my hand and official seal, the day and year last above written.

My commission expires Apr 10, 1913. (SEAL) S.A. Wood, Notary Public.

RECORDED JANUARY 9th A.D. 1911 AT 3.57 P.M.

Harry Lawrence
Register of Deeds.

THIS INDENTURE, Made this 22nd day of December in the year of our Lord Nineteen hundred and ten by and between Fred C. Smith and Mary Smith husband and wife of the County of Douglas and State of Kansas, parties of the first part, and THE MERRIAM MORTGAGE COMPANY, party of the second part. WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit: The West fractional Half ($\frac{1}{2}$) of the Northwest fractional quarter ($\frac{1}{4}$) of section three (3) Township Twelve (12) Range Eighteen (18) East of the Sixth P.M. containing Eighty (80) acres more or less. TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of Homestead exemption unto the said party of the second part, and to its successors and assigns forever. 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 in the quiet and peaceable possession of said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever. PROVIDED ALWAYS, and these presents are upon the following agreements, covenants and conditions, to-wit: First That the parties of the first part are justly indebted to the party of the second part in the sum of three thousand dollars according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum and payable on the first day of January 1913, to the order of the said party of the second part with interest

*Recorded Jan 20 1911
Harry Lawrence
Register of Deeds*

*(The following is endorsed on the original instrument)
This loan was not made and therefore the mortgage is hereby
cancelled this 19th day of January 1911
By E. B. Merriam Pres*

(Copy Made)