

(The following is endorsed on the original instrument recorded in Book 51 page 71)

KNOW ALL MEN BY THESE PRESENTS: That Maude A. Gilyeat of Shawnee County, in the State of Kansas, the within named mortgagee, in consideration of the sum of Five Hundred Twenty Five and no/100 Dollars, to me in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over and convey, unto Henry Hiscock his heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

TO HAVE AND TO HOLD THE SAME forever, subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said Mortgagee has hereunto set her hand, this 3rd day of December, 1913.

Executed in the presence of
W. S. Hayslip

Maude A. Gilyeat

State of Kansas, Shawnee County, SS.

BE IT REMEMBERED, That on this 3 day of December, 1913, before me, the undersigned, a Notary Public in and for said county and State, came Maude A. Gilyeat, who is personally known to me to be the same person who executed the foregoing instrument of mortgage, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL) Term expires July 24, 1915.

Anna E. Speck, Notary Public.

Recorded Dec., 4th., A.D. 1913 at 4:30 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,

By Geo. C. Noyes Deputy

THIS INDENTURE, Made this first day of November A.D. 1913, between Robert L. Glyn and Mary J. Glyn, his wife, of the County of Douglas and State of Kansas, party of the first part, and J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas, parties of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Sixteen Hundred And no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said parties of the second part, their successors, heirs and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The Southeast quarter (1/4) of the Southeast quarter (1/4) of Section Number Thirty-five (35), Township Number Thirteen (13), Range Number Twenty (20), East of the Sixth (6th) Principal Meridian in Douglas County, Kansas. TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, including any right of home-
stead, and every contingent right or estate therein, unto the said parties of the second part, their successors, heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

AND THE SAID party of the first part hereby covenants that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Makers reserve the option to pay this note at maturity of coupon due May First, 1914, or any coupon thereafter by giving thirty (30) days notice.

PROVIDED HOWEVER, that if the said party of the first part shall pay, or caused to be paid, to the said parties of the second part, their successors, heirs or assigns, the principal sum of Sixteen Hundred and no/100 Dollars, on the First day of November A.D. 1918, with interest thereon at the rate of 5 1/2 per cent, per annum, payable on the first day of May and November in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on the said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note No. 44319, bearing even date herewith, executed by the said party of the first part to J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas, and payable at the office of said J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas, and shall perform all and singular the covenants herein contained; then this mortgage shall be void, and to be released at the expense of the party of the first part, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or caused to be paid, the principal sum and interest above specified, in manner aforesaid together with all the costs and expenses of collection, if any there shall be, and any costs, charges, or attorney's fees incurred and paid by the parties of the second part, their successors, heirs or assigns, in maintaining the priority of this mortgage or in defending the title to the land hereby mortgaged, or the validity of this mortgage, when attacked by parties other than the mortgagor.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$600.00 in insurance Companies acceptable to the said parties of the second part, their successors, heirs or assigns, and assign and deliver to them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said parties of the second part, their successors, heirs or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the

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 Maude A. Gilyeat
 W. S. Hayslip

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