

(The following is endorsed on the original instrument Recorded in Book 49 page 183)

Know All Men By These Presents, That M. Schott and H. Schott Douglas County, in the State of Kansas, the within named mortgagees, in consideration of Seventeen hundred 00/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, transfer, set over and convey unto Bert Fisher 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 named.

In Witness Whereof, The said mortgagees have hereunto set their hands this 24th day of Jan 1914.

M. Schott  
H. Schott.

State of Kansas, Osage County, SS;

Be It Remembered, That on this 24 day of January A.D. 1914, before me, J. A. Cordts a Notary Public in and for said County and State, came M. Schott and H. Schott to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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 Nov. 24 1917 (SEAL) J. A. Cordts, Notary Public.

Recorded Feb. 11th. A.D. 1914, at 9:15 o'clock A.M.

*W. L. Lawrence*  
Register of Deeds,  
*W. L. Lawrence* Deputy.

This Indenture, Made this 4th day of February A.D. 1914, between Cynthia A. Carter (a single woman-widow) of the County of Rio Grande and State of Colorado party of the first part, and The Farmers Loan & Trust Company, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand and No/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:- Lot No. One (1), in Block No. Eleven (11) in Babcock's Enlarged Addition to the City of Lawrence.

To Have And To Hold the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever, and the said party of the first part hereby covenants that at the delivery hereof she is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; that she will Warrant and Defend the same against the lawful claims of all persons whomsoever, Provided, However, That if the said party of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the principal sum of Two Thousand and no/100 Dollars, on the 4th day of February A.D. 1919, with interest thereon at the rate of Six per cent per annum payable semi-annually on the Fourth days of August and February 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 said principal sum after the same becomes due or payable, according to the tenor and effect of a certain promissory note, and Ten coupon interest notes thereto attached bearing even date herewith, executed by said party of the first part and payable to the party of the second part or its order at the office of said company, in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the party of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expense of collection, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and the sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said party of the first part hereby further covenants and agrees to pay all taxes, general or special, which may be assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and to keep the buildings in good repair and insured to the amount of \$3300.00 in insurance companies acceptable to the said party of the second, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefor, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

And the said party of the first part does further covenant and agree that if in case of default in payment of any installment of interest, or in the performance of any

(For assignment to Book 57, page 579) (The following is endorsed on the original instrument)

Recorded

Feb. 11th

1914

at 9:15

o'clock

A.M.

at the

office of

the

Register of

Deeds,

in the

County of

Douglas,

State of

Kansas.

Witness my

hand and

affix my

official

seal on

The preceding instrument

Not for record