

KNOW ALL MEN BY THESE PRESENTS:

That Lizzie T. Norton of Shawnee County, in the State of Kansas, in consideration of the sum of Seven Hundred and -- Dollars, to her in hand Paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto The Merriam Mortgage Company heirs and assigns, one certain mortgage, dated the 23rd day of February 1907, executed by C. D. Myers and Ella Meyers (husband and wife) to The Merriam Mortgage Co upon the following described property, to wit:

The North West Quarter ($\frac{1}{4}$) of the South East Quarter ($\frac{1}{4}$) of Section Twelve (12) Township Twelve (12) Range Seventeen East, in Douglas County, Kansas, given to secure the payment of \$700.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book of Mortgages 44 on page 332, together with the notes, debts and claims secured by said mortgage, and the covenants contained in said mortgage.

In Witness Whereof, I have hereunto set my hand, this 13th day of April 1909.

Lizzie T. Norton

State of Kansas, Shawnee County, SS.

Be It Remembered, That on this 13th day of April, 1909 before me, the undersigned, a Notary Public in and for said County and State, came Lizzie T. Norton who is personally known to me to be the same person who executed the foregoing assignment of Mortgage, and such person duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires May 24, 1912. (SEAL)

E. C. Seger, Notary Public.

Recorded March 25th, A.D. 1914, at 4:31 o'clock P.M.

Ray L. Lawrence
Register of Deeds,

Geo. B. Nitzel Deputy.

This Indenture, Made this 21st day of March, in the year of our Lord, one thousand nine hundred and fourteen, between David Hey and Mabel E. Hey his wife of Palmyra Twp in the County of Douglas and State of Kansas of the first part, and Eli C. Cox party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred Dollars, them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

The South Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Three (3) Township Fifteen (15) Range Twenty one (21) East,

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. 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 therein, free and clear of all encumbrances.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than Twelve hundred Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This Grant is intended as a mortgage to secure the payment of the sum of Fifteen Hundred Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the 21st day of March 1919, to the order of said second party, with interest thereon at the rate of 6 per cent per annum payable annually according to the terms of five interest notes attached, and all of said notes bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United State of America at the Wellsville Bank, Wellsville, Kans, privilege given to pay 500.00 or more at any interest payment date.

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part, his, executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of the principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

David Hey (SEAL)
Mabel E. Hey (SEAL)

State of Kansas, Franklin County, SS.

Be It Remembered, That on this 21st day of March A.D. 1914, before me, a Notary Public in and for said County and State, came David Hey and Mabel E. Hey his wife

Recorded May 1914
The following is endorsed on the original instrument
The mortgagee having been paid in full it is hereby
released and the original instrument is returned to the mortgagor
C. E. & Co. Secy.

Recorded January 1915