

For Value Received, I hereby sell, transfer and assign to Addie M. Lescher, all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by W. H. Eastman and wife to me, which mortgage is recorded in book "52" of Mortgages, page 181, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, I have set my hand this 3d day of December 1913.

Wm. T. Sinclair.

State of Kansas, County of Douglas, SS.

Be it remembered, That on this third day of December 1913, before me, a Notary Public in and for said County and State, came Wm. T. Sinclair, to me personally known to be the same person who executed the foregoing instrument and 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 June 13, 1917. (SEAL)

Hattie E. Sinclair, Notary Public.

Recorded April 21st A.D. 1914, at 3:50 o'clock P.M.

Henry L. Lawrence
Register of Deeds.

REAL ESTATE MORTGAGE.

This Indenture Made this 1st day of April A.D. 1914, by and between M. H. Hertzog and Callie L. Hertzog, his wife, of the County of Douglas and State of Kansas, mortgagor, and M. Rumley Company, a corporation of LaPorte, Indiana, mortgagee.

Witnesseth, That the said mortgagor, for and in consideration of the indebtedness hereinafter mentioned, and one Dollar to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain sell and convey unto the said M. Rumley Company, its successors and assigns forever, the following described premises, situate in the County of Douglas and State of Kansas, to-wit:

State what Part of Section	(Section)	(Township)	(Range)
(1) S. 10 a of NE $\frac{1}{4}$ of NE $\frac{1}{4}$	(11)	(14)	(18)
(2) Beg at NE cor of W $\frac{1}{2}$ of Sec 11 th (()	()	()
West 248 ft S 5°20' W. 770 7/10 ft, E 319 6/10 (()	()	()
N 767 4/10 ft to beg.	(11)	(14)	(18)
(3) W 22 $\frac{1}{2}$ a of N 30 a of S.E. $\frac{1}{4}$ of NE $\frac{1}{4}$ and (()	()	()
W 2 $\frac{1}{2}$ a of E 5 a of S 10 a of S.E. $\frac{1}{4}$ of NE $\frac{1}{4}$	(11)	(14)	(18)

To Have and To Hold the same, with all the privileges and appurtenances thereunto belonging or in anywise appertaining, unto the said mortgagee, its successors and assigns forever. And the said mortgagor, for himself, heirs, executors and administrators, does covenant with the said mortgagee, its successors and assigns forever, that he is well seized in fee of the premises above described, and has good right to sell and convey the same in the manner and form aforesaid; and that the same are free from all incumbrances except Five Hundred and no/100 dollars, and that he will, and his heirs, executors and administrators shall warrant and defend the same against the lawful claims and demands of all persons whomsoever; and that the said mortgagor hereby relinquishes all his right of homestead and of dower in and to the above described premises; Provided Always, and these presents are upon this express condition; That if the said mortgagor shall pay or cause to be paid unto the mortgagee, its successors or assigns, the sum of Fifteen hundred and no/100 Dollars, and interest, according to the conditions of six promissory notes payable to said M. Rumley Company or order, viz:

\$250.00 upon the 1st day of July 1914	((\$) upon the day of 191
\$250.00 upon the 1st day of August 1914	((\$) upon the day of 191
\$250.00 upon the 1st day of September 1914	((\$) upon the day of 191
\$250.00 upon the 1st day of July 1915.	((\$) upon the day of 191
\$250.00 upon the 1st day of August 1915	((\$) upon the day of 191
\$250.00 upon the 1st day of September 1915.)	((\$) upon the day of 191

with interest on each of said notes at the rate of 6 per cent. per annum from date to maturity and 8 per cent. per annum thereafter until paid, or according to the condition of any and all other notes or obligations which may be taken in lieu of those or any of those above described, or in renewal thereof to secure the payment of said sums of money, or any part thereof, and shall keep and perform all and singular the covenants, stipulations and agreements herein to be kept and performed on the part of the mortgagor, then this indenture shall be void, otherwise in full force and effect. And the said mortgagor does hereby further covenant and agree that he will pay the said sum of money and interest at the times and in the manner above mentioned, and will also pay all taxes and assessments of every nature that may be levied upon said premises before the same shall become delinquent and deliver the receipts therefor to the mortgagee, and mortgagor shall forthwith insure the buildings on said premises against loss or damage by fire, in some reliable insurance company, for the insurable value thereof, or for the amount hereafter secured, loss, if any payable to mortgagee, its successors or assigns, as its, or their mortgage interest may appear. And if the mortgagor shall fail to so insure said buildings, or pay such taxes, the mortgagee may effect such insurance, or pay such taxes, and the amount expended by said mortgagee shall forthwith be refunded to it by the mortgagor, and such amount shall be deemed principal money bearing the same rate of interest per annum as the notes herein described, to be payable when the next installment of interest becomes due upon the indebtedness secured by this mortgage, and the payment thereof shall be secured by lien of this mortgage; and in case of foreclosure or the commencement of foreclosure of this mortgage by reason of default in the performance by mortgagor of any of the conditions hereof, mortgagor will also pay a reasonable attorney's fee, in an amount to be fixed by the Court. In case default by made in the payment of said sum of money, or any part thereof, or any of said notes or renewals thereof, or the interest thereon at the time or times

For Affid. see Book 57 Page 172

For Release see Book 57 Page 172