

Know All Men By These Presents, That Fidelity Trust Co., of Kansas City, Mo., of the first part, in consideration of the sum of one Dollars, to it in hand paid by C. H. Tucker of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does sell, assign and convey unto the said party of the second part, all its right, title and interest in and to a certain indenture of mortgage bearing date the 1st day of June in the year A.D. 1909 made by Alfred J. Athey & wife to F. C. Miller and recorded in the office of the Register of Deeds in the County of Douglas and State of Kansas on the 2<sup>d</sup> day of June in the year A.D. 1909 in Book 45 of Mtgs at page 283 which said mortgage was duly assigned to Fidelity Trust Co., of Kansas City, Mo., To Have and To Hold the said mortgage together with the notes and obligations therein described, unto the said party of the second part, executors, administrators or assigns, subject only to the provisions in said instrument.

In Testimony Whereof, Fidelity Trust Co., of Kansas City, Mo., has caused these presents to be signed by its Vice Pres., and its corporate seal to be affixed hereto by its secretary, duly authorized for the purpose, this 7 day of November A.D. 1911.

Fidelity Trust Co.

By P. C. Cochran, Vice Pres.

Attest: W. T. Comstock, Secretary.

(CORP. SEAL)

State of Missouri, County of Jackson, SS. On this 7th day of November A.D. 1911, before me, the undersigned, a Notary Public duly appointed and qualified for, and residing in said County and State, personally appeared F. C. Cochran to me personally known to be the person who executed the foregoing instrument as \_\_\_\_\_ of \_\_\_\_\_ and who being by me duly sworn, did say that he is the \_\_\_\_\_ of Fidelity Trust Co., and that the seal affixed to the foregoing instrument is the corporate seal of said Company, and that said instrument was signed, sealed and delivered in behalf of said Company, by authority of its Board of Directors, and the said F. C. Cochran acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and for the consideration therein expressed. Witness my hand and official seal at Kansas City, Mo., in said County and State the day and year last above written. My commission expires March 24, 1914.

(SEAL) Charlton H. Hutchison, Notary Public in and for Jackson County, Mo.

Recorded April 22nd A.D. 1914 at 10:10 o'clock A.M.

*Howard L. Lawrence*  
Register of Deeds.

This Indenture, Made this 21st day of April A.D. 1914, between George T. Wetzel; a single unmarried man, of the County of Douglas and State of Kansas, 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 (\$2000.00) 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: All of Lot No. Twenty (20) in Block Fifteen (15); Lane's Place Addition in 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 he is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that he 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 21st day of April A.D. 1919, with interest thereon at the rate of six per cent per annum, payable semi-annually on the 21st day of October and April in each year 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 said 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 expenses 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 payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any 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 keep the buildings in good repair and insured to the amount of \$3500.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to 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,

*Recorded April 22nd 1914 at 10:10 A.M.  
Howard L. Lawrence  
Register of Deeds*  
*The following instrument is a copy of the original  
filed in the office of the Register of Deeds  
at Lawrence, Kansas, on the 22nd day of April A.D. 1914  
George T. Wetzel  
Farmers Loan & Trust Company  
H. P. Comstock*