

For Value Received, I hereby sell and assign the Mortgage made by J. W. Simpson and wife to me for \$175., dated December 1st, 1900, and recorded in Book "36" of Mortgages at page 532, in the office of the Registrar of Deeds of Douglas County, Kansas, and the notes therein described, to John W. McAnley, of Hoosick Falls, New York.

As Witness my hand at Lawrence, Kansas, this First day of December A.D. 1900.

Wm. T. Sinclair.

State of Kansas, County of Douglas, SS.

On this 9th day of January 1901 before me, a Notary Public in and for said County and State, came William T. Sinclair, to me personally known to be the same person who executed the foregoing Assignment and duly acknowledged the execution thereof.

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 on the 4 day of Nov 1901. (SEAL) James Brooks, Notary Public.

Recorded June 9th; A.D. 1914, at 9:15 o'clock A.M.

*Floyd L. Lawrence*  
Register of Deeds,  
*Geo. B. Mager* Deputy.

This Indenture, Made this First day of May in the year of our Lord nineteen hundred and fourteen by and between Ella M. Zellars, a widow, Lester B. Cunningham and Mrs. Lester B. Cunningham, his wife, Henry L. Cunningham & Jessie Cunningham, Husband & wife, Fred B. Cunningham & Cora Cunningham, Husband & wife, and Catherine V. Cunningham, single, of the County of Shawnee and State of Kansas, parties of the first part, and The Merriam Mortgage Company, party of the Second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The Southeast Quarter of Section Two (2), Township Twelve (12), Range Eighteen (18), East of the Sixth Principal Meridian.

To Have And To Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of Homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. 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 of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the Quiet and peaceable possession of said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Fifteen Hundred Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of May 1919, to the order of the said party of the second part with interest thereon at the rate of six per cent. per annum, payable semi-annually, on the first days of May and November in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the Chemical National Bank, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent. interest after maturity.

Second. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind;

Third. That the 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 may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; 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 for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgement rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional collateral security for the payment of all indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

Fifth. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this mortgage is held by a non-resident of the State of Kansas upon this mortgage or the debt secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon rendering by any Court of competent jurisdiction that the undertaking by the

(The following is endorsed on the original instrument)  
This amount is due to the Mortgagee for the same in full and the same is hereby cancelled this 12th day of Sept. 1915.

*A. E. Denny*

*L. S. Rye*

Recorded Oct. 11th 1915

*Floyd L. Lawrence*  
Register of Deeds

*Geo. B. Mager* Deputy

(For assignment see Book 51, page 1132)

to discharge the same, record in Mitchell County, Ok. said Company had received the present to be signed by the President and the Common seal is affixed this 22nd day of September A.D. 1915.  
Commenced by, not Company  
By R. C. Menefee Vice President  
H. C. Schwitzgebel Secy.