

For Value Received, I hereby sell, transfer and assign to Fanny Bergman, of Lawrence, Kansas, all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Robert E. Bursk to Joseph Williams, which mortgage was recorded in Book 52 of Mortgages, Page 29, in the Office of the Register of Deeds in Douglas County, Kansas, and assigned by said Joseph Williams to me Hugh Blair 11th Feb'y 1914.

IN WITNESS WHEREOF, I have set my hand this 13th day of February 1914.

Hugh Blair.

State of Kansas, County of Douglas, SS.

BE IT REMEMBERED, That on this 13th day of February 1914, before me, a Notary Public in and for said County and State, came Hugh Blair 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 30th March 1916(SEAL)

Jennie Watt, Notary Public.

Recorded June 30th, A. 1915, at 9:50 o'clock A.M.

Floyd L. Lawrence
Register of Deeds,
Geo. C. Votaw
Deputy.

THIS INDENTURE, Made this 22nd day of June, in the year of our Lord Nineteen Hundred and Fifteen (1915) between Irving Hill, Trustee, of the County of Douglas and State of Kansas, Party of the first part, and Mary E. B. Haskell, of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of Fifteen Thousand Dollars (\$15,000.00), to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, her 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:

All that portion of the South West Quarter (S.W. 1/4) of Section Thirty-two (32), Township Twelve (12), Range Twenty (20), lying North and East of what is known as the "Cemetery Road", being the same road located and described in a certain deed from John G. Haskell and wife to the City of Lawrence, Kansas, recorded in Book 44, page 401 of the records of the Register of Deeds of Douglas County, Kansas, except the right of way of the Atchison, Topeka and Santa Fe Railway Company through the North East corner of said Quarter Section, and except, also that part of said Quarter Section lying North and East of the right of way, as now located, of said Railway, being about Four and 39/100 Acres; containing, in all, One hundred and six and 22/100 Acres, more or less;

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. It is expressly understood and agreed, however, that this mortgage does not cover and the lien thereof does not extend to any buildings, structures or improvements, of any kind or character, which have heretofore or may hereafter be erected or placed on the said premises by any persons, firms or corporations not parties to this agreement; and said party of second part hereby consents to the removal, at any time, of such buildings, structures or improvements by the respective owners thereof.

And the said Irving Hill, Trustee, does hereby covenant and agree that at the delivery hereof he holds the legal title to said premises above described, and that the same are free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of Fifteen Thousand Dollars (\$15,000.00), according to the terms of five (5) certain promissory notes executed on the first day of June, 1915 and delivered by The Lawrence Railway and Light Company, a corporation duly organized under the laws of the state of Kansas to the said Mary E. B. Haskell, party of the second part; and this conveyance shall be void if such payments be made as in said notes specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes on said premises then this conveyance shall be come absolute, and the whole amount of said indebtedness shall become due and payable, and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for 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 Irving Hill, Trustee, or his successor or successors.

In the event that any portion or portions of the real estate hereinafter described shall be sold by said party of the first part, or by his successor or successors, said party of the second part shall execute a good and sufficient partial release of this mortgage as to such portion or portions so sold; on condition, however, that there shall be paid to said party of the second part, her heirs or assigns, the sum of Two Hundred Dollars (\$200.00) per acre for each and every acre of land to be included in any partial release, which sum or sums so paid shall be credited upon any note or notes remaining unpaid at the time of making such payments. The acceptance of this mortgage by said party of the second part shall constitute an agreement on her behalf and on the behalf of her heirs, administrators and assigns, to make such partial release or releases of this mortgage on the terms and conditions hereinabove set out.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Irving Hill, Trustee (SEAL)

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Original Release at Book 54, Page 208

(Original Release at Book 54, Page 208)

Not Release See Book 57 Page 240

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