

or on account of, or to extinguish or to remove any prior or outstanding title, lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of ten per cent. per annum from the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid, And all of which said sum or sums of money and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

IT IS FURTHER AGREED, That in case of default in the payment of said bond, or any part thereof, or any of the sums of money to become due herein specified, according to the tenor and effect of said bond, or in the case of the breach by the said party of the first part, of any of the covenants or agreements herein mentioned by the said first party to be performed, then and in that case, this conveyance shall become absolute, and the party of the second part, its assigns or successors, be at once entitled to the possession of the said above described premises, and to have and to receive all the rents and profits thereof, and the said bond with interest accrued thereon and all moneys which may have been advanced and paid by the said second party, its assigns or successors, with the aforesaid interest thereon, shall, thereupon, each and every one of them, become and be at once due and payable at the option of the legal holder hereof.

IN TESTIMONY WHEREOF, The said party if the first part have hereunto set their hands and seals on the day and year first above written.

Joseph C. Walter (SEAL)
Susanna Walter (SEAL)

State of Kansas, Douglas County, SS.

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that on this 5th day of October A.D. 1915, personally appeared before me Joseph C. Walter and Susanna Walter, his wife to me personally known to be the identical persons who executed and whose names are affixed to the foregoing mortgage as grantor and acknowledged the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.
My commission expires Dec 16 1918 (SEAL)

C. E. Cory, Notary Public.

Recorded Oct., 6th., A.D. 1915, at 2:30 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,
Geo. B. Neigel
Deputy.

(The following is endorsed on the original instrument recorded in Book 45, page 384)

KNOW ALL MEN BY THESE PRESENTS, That Daniel Heffner, single, of Douglas County, in the State of Kansas, the within named mortgagee, in consideration of Twelve hundred Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto O. H. McQuary Jr. heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, Nevertheless, to the conditions therein *stated*.

IN WITNESS WHEREOF, The said mortgagee has hereunto set his hand this 29th day of May, 1911.

Daniel Heffner.

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 29 day of May A.D. 1911 before me, Myrtle McConnell a Notary Public in and for said County and State, came Daniel Heffner, single, to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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 Jan 23-1915 (SEAL)

Myrtle McConnell, Notary Public.

Recorded Oct., 7th., A.D. 1915, at 1:55 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,
Geo. B. Neigel
Deputy.

For value received, I hereby sell, transfer and assigns to Hugh Blair of Lawrence, Kansas, all my right title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Edward Burgardner and wife to Daniel Heffner, which mortgage is recorded in Book 45 of Mortgages, page 384, in the office of the Register of Deeds in Douglas County, Kansas and which said mortgage was on the 29th day of May A.D. 1911 assigned by said Daniel Heffner to me O. H. McQuary Jr.

IN WITNESS WHEREOF, I have hereunto set my hand this third day of June 1911.

O. H. McQuary Jr.

State of Kansas, County of Douglas, SS.

BE IT REMEMBERED, That on this 3rd day of June 1911, before me, a Notary Public in and for said County and State, came O. H. McQuary Jr. 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 on the day and year last above written.

My commission expires 30th Mo. 1912 (SEAL)

Jennie Watt, Notary Public

Recorded Oct., 7th., A.D. 1915, at 1:56 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,
Geo. B. Neigel
Deputy.