

(the following is endorsed on the original instrument recorded in Book 49, page 87)
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KNOW ALL MEN BY THESE PRESENTS, That Levi Markley Douglas County, in the State of Kansas the within named mortgagee, in consideration of Five Hundred and no/100 (\$500.00) Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Farmers Loan & Trust Co, of Lawrence Kansas 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 named.

IN WITNESS WHEREOF, The said mortgagee has hereunto set his hand this 24th day of December 1913.
Executed in presence of, Geo. L. Kreeck. Levi Markley.

State of Kansas, County of Douglas, SS.

BE IT REMEMBERED, That on this 24th day of December A.D. 1913, before me Geo. L. Kreeck, a Notary Public in and for said County and State, came Levi Markley to me personally known to me to be the same person who executed the foregoing instrument 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'y 19, 1918. (SEAL) Geo. L. Kreeck, Notary Public.

Recorded Nov., 8th., A.D. 1915, at 2:50 o'clock P.M.

Robert L. Lawrence
Register of Deeds
Geo. C. Notz
Deputy.

THIS INDENTURE, made this first day of November A.D. 1915 between Robert L. Glyn and Mary J. Glyn, his wife, of the County of Douglas and State of Kansas, party of the first part, and J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas, parties of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of Sixteen hundred and no/100 dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said parties of the second part, their successors, heirs and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The Northeast quarter (¼) of the Southeast quarter (¼) of Section Number Thirty-five (35), Township Number Thirteen (13), Range Number Twenty (20), East of the Sixth (6th) Principal Meridian in Douglas County, Kansas,

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead, and every contingent right or estate therein, unto the said parties of the second part, their successors, heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

AND THE SAID party of the first part hereby covenants that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Makers reserve the option to pay this note at maturity of coupon due May First, 1916, or any coupon thereafter by giving thirty (30) days notice.

PROVIDED, HOWEVER, that if the said party of the first part shall pay, or cause to be paid, to the said parties of the second part, their successors, heirs or assigns the principal sum of Sixteen Hundred and no/100 Dollars, on the first day of November, A.D. 1920, with interest thereon at the rate of six per cent, per annum, payable on the first day of May and November in each year, together 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 No. 48942, bearing even date herewith, executed by said party of the first part to J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas, and payable at the office of said J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas; 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 parties of the first part do 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, charges, or attorney's fees incurred and paid by the said parties of the second part, their successors, heirs or assigns, in maintaining the priority of this mortgage or in defending the title to the land hereby mortgaged or the validity of this mortgage, when attacked by parties other than the mortgagor.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$_____ in insurance companies acceptable to the said parties of the second part, their successors, heirs or assigns, and assign and deliver to them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said parties of the second part, their successors, heirs or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible

For assignment see Book 54 Page 168

The assignment see Book 54 Page 168
Return see Book 57 Page 493