

or assigns shall be entitled to immediate possession of said premises, and may proceed to fore-close this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

In presence of  
W. Roy Martin.

C. B. Hosford.  
Helen Hosford.

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 1st day of February A.D. Nineteen hundred and sixteen before me, a Notary Public in and for said County and State, came C. B. Hosford and Helen Hosford, his wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires March 11, 1916. (SEAL) Arthur M. Spalding, Notary Public.  
Douglas County, Kansas.

Recorded Feb. 24th. A.D. 1916, at 3:11 o'clock P.M.

*David L. Lawrence*  
Register of Deeds,  
*Geo. B. Nye*  
Deputy.

(The following is endorsed on the original instrument recorded in Book 53, page 193)

For and in consideration of Forty six hundred Twenty Dollars to him in hand paid, the receipt of which is hereby acknowledged, W. H. Hobbs, the mortgagee within named, does hereby assign and transfer to Helen E. Hobbs, Kansas City, Mo. or her assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said Helen E. Hobbs all my right, title and interest to the lands and tenements in said mortgage mentioned and described.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Lyndon in the County of Osage and State of Kansas this 17th day of January A.D. 1916  
State of Kansas, Osage County, SS.

W.H. Hobbs, (SEAL)

BE IT REMEMBERED, That on this 17 day of January A.D. 1916 before me, Chas. F. Hobbs, a Notary Public in and for said County and State, came W. H. Hobbs 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 Nov. 8 1919. (SEAL) Chas F. Hobbs, Notary Public.

Recorded Feb. 25th. A.D. 1916, at 2:00 o'clock P.M.

*David L. Lawrence*  
Register of Deeds,  
*Geo. B. Nye*  
Deputy.

This Indenture, made the First day of February A. D. 1916, between Edmund T. Arnold and Maude M. Arnold, 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 Four thousand 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: All of the Southeast quarter (1/4) of Section Number Twelve (12) Township Number Fourteen (14), Range Number Nineteen (19), East of the Sixth (6th) Principal meridian in Douglas County, Kansas, except Thirty (30) acres off of the Southeast Corner thereof, being that part lying South and East of Public highway running across said Quarter Section; also except One and three Tenth (1 3/10) acres out of the Southwest corner of said Quarter Section for Cemetery; also except Three Hundred and Sixty-four (364) square feet to Cemetery on North side of said Quarter Section.

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 August 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 Four Thousand and no/100 Dollars, on the first day of February A.D. 1921, with interest thereon at the rate of 5 1/2 per cent, per annum, payable on the first day of August and February in each year, together with interest at the rate of ten per

(For Assignment Book 54, Page 275)  
Please see Book 62, Page 51