

and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, together with an abstract fee for examining titles to said mortgaged premises, for the purpose of commencing foreclosure proceedings, and all may be included in the judgement rendered or amount found due in any suit to foreclose this mortgage, and this mortgage is hereby made to secure all such sums.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents, or any other authority herein granted.

IN WITNESS WHEREOF the said first party has hereunto set her hand and seal this 10th day of March A.D. 1916

Signed in presence of

Lucretia B. Bigsby (SEAL)

C. H. Tucker

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, that on this tenth day of March 1916 before me, the undersigned a Notary Public, in and for said County and State, came Lucretia B. Bigsby a widow who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person duly acknowledged the execution of the same.

WITNESS my hand and official seal the day and year last above written.

My commission expires April 10th 1919 (SEAL) A. F. Flinn, Notary Public, in and for Douglas County, Kansas.

Recorded March 10th., A.D. 1916, at 9:40 o'clock A.M.

Flora L. Lawrence
Register of Deeds,
Geo. E. Wright Deputy.

(the following is endorsed on the original instrument recorded in Book 50, page 243)

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For and in consideration of Six hundred Dollars to him in hand paid, the receipt of which is hereby acknowledged, the mortgagee within named, does hereby assign and transfer to Simon R. White or his assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said Simon R. White all his 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 Lawrence in the County of Douglas and State of Kansas this 8th day of March A.D. 1916.

J. L. Canavan (SEAL)

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 8th day of March A.D. 1916 before me, J. B. Wilson Justice of the peace in and for said County and State, came J. L. Canavan 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 the day and year last above written.

J. B. Wilson, Justice of the Peace.

Recorded March 10th., ¹⁹¹⁶ 5:30 o'clock P.M.

Flora L. Lawrence
Register of Deeds,
Geo. E. Wright Deputy.

THIS INDENTURE, Made this ninth day of March, 1916 between David R. White and Matilda White (his wife) of Douglas County, in the State of Kansas of the first part, and Simon R. White of Douglas County, in the State of Kansas, of the second part:

WITNESSETH: That the said parties of the first part, in consideration of the sum of Two Hundred (\$200.00) Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot number Three (3) in Block number Fifteen (15) in "University Place" in the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appurtenant forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said David R. White and Matilda White have this day executed and delivered one certain promissory note to said party of the second part, for the sum of Two Hundred (\$200.00) Dollars, bearing even date herewith, with interest thereon at 7 per cent per annum, payable semi-annually payable at Lawrence, Kansas within five years from date thereof

Whereas, this mortgage is subject to one first mortgage upon the above described real estate, for the sum of \$300.00 with interest thereon at the rate of seven per cent payable semi annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note