

then all of said notes then unpaid shall be due and payable and bear interest at the rate of ten per cent per annum, as provided by said notes, and judgement therefor, and for costs of suit, and for foreclosure of this mortgage, shall be rendered, all appraisement and exemption laws being hereby expressly waived. If judgement be rendered for foreclosure of this mortgage, it shall be that the whole of said real estate be sold together and not in parcels.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands at the date first herein written.

Mrs Annie G. Yandell
Charles T. Yandell.

State of Kansas, County of Douglas, SS.

Be It Remembered, That on this 25th day of September A.D. 1916, before the undersigned, a Notary Public within and for the County and State aforesaid, came Annie G. Yandell and Charles T. Yandell, her husband who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires Apr. 26, 1920 (SEAL)

F. C. Poole, Notary Public.

Recorded Sept., 30th., A.D. 1916, at 4:32 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,

Deputy.

KNOW ALL MEN BY THESE PRESENTS That the undersigned Levi Flory in consideration of the promises and for the purposes hereafter mentioned have sold and assigned and by these presents do sell, assign and set over to M. A. Gorrill of Lawrence, Kansas, all my right, title and interest in and to a certain note for \$2900.00 dated May 15th 1915 payable on or before five years after my death, with interest at six per cent payable annually, said note being signed by Irvin S. Flory and Etta A. Flory his wife, also a real estate mortgage of even date signed by the said Irvin S. Flory and Etta A. Flory to secure said note on the following described real estate to wit: The North half of the Northwest quarter of Sec. 11, Twp. 14, Range 19; also commencing at the NE corner of the NE $\frac{1}{4}$ of Sec. 10, Twp 14, Rg 19; thence South 86 $\frac{2}{3}$ rods; thence West 60 rods; thence North 10 $\frac{2}{3}$ rods; thence northwesterly to a point 8 rods east and 60 rods South of the Northwest corner of the Northeast $\frac{1}{4}$ of said Northeast $\frac{1}{4}$ of Sec. 10; thence West 8 rods; thence North 60 rods; thence East 80 rods to place of beginning, less 183 feet square out of the last described tract used for a cemetery, containing in all 120 acres more or less.

The condition of such assignment are as follows; that whereas the said Levi Flory is indebted to Mrs J. H. Pippert on a certain promissory note dated June 17, 1908 for \$200.00 payable six months after date, signed by C. E. Pearcy and Levi Flory, and

Is further indebted to I. D. Pippert on a certain promissory note dated June 13, 1910 for \$460.00 payable sixty days after date, signed by C. E. Pearcy and Levi Flory, and

Is further indebted to Rachel R. Ellis on two certain promissory notes, one dated Feb 2, 1903 for \$200.00 payable one year after date signed by C. E. Pearcy and Levi Flory, and one dated Mar. 16, 1912 for \$100.00 payable one year after date and signed by C. E. Pearcy and Levi Flory, and

Is further indebted to Mary Faringer on a certain promissory note dated March 5, 1916 for \$500.00 payable six months after date signed by C. E. Pearcy and Levi Flory, and

Whereas all of the above described notes are in the hands of Gorrill and Asher, Attorneys, for collection and whereas on or about July 10th 1916 the said Gorrill and Asher were about to file suit upon the same, and to prevent said suits and as security for said indebtedness, the said Levi Flory on July 10th, 1916 assigned and delivered the said note and mortgage first herein described to the said M. A. Gorrill as security for the payment of the above mentioned indebtedness, there being an oral agreement at that time that the said M. A. Gorrill should take and hold said note and mortgage for that purpose. Now therefore in confirmation of such former delivery and assignment, and to make certain the terms and conditions of same, this assignment is executed, it being understood that the said M. A. Gorrill will hold said note and mortgage or sell and convey the same or collect the same when due as his best judgement may dictate and apply the proceeds thereof upon the payment of the amounts then due with interest upon the above described notes in the order in which they are set forth herein, and the overplus if any there be after the payment of such notes, shall be paid by the said M. A. Gorrill to the said Levi Flory his heirs and assigns, or order.

In Witness whereof the said Levi Flory has this 23, day of Sept 1916 set his hand and seal.

State of Kansas, Douglas County, SS. BE IT REMEMBERED that on this 23rd day of Sept 1916 before me the undersigned a Notary Public in and for said County and State personally appeared Levi Flory to me personally known to be the same person who executed the above and foregoing assignment and such person duly acknowledged the execution of the same for the purposes therein expressed.

Henry H. Asher, Notary Public.

Recorded Oct., 2nd., A.D. 1916, at 8:36 o'clock A.M.

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

Dr. Blaine/see Book of Page 599

Recorded

August 1916

24th Sept 1916

*the following instrument in the register of deeds
the said document is this mortgage for the
said in public record and is hereby certified
and witnessed this is day of September 1916
At the City of Lawrence, Mo.
H. H. Asher, Notary Public*