

The following is entered on the original instrument in book 40 page 140

For Value Received, I hereby sell, and assign the within mortgage and the notes therein described to Wilder S. Metcalf
As witness my hand this 27th day of December, 1916.

George C. Jameson, Executor, Estate of Rachel A. Jameson.

The State of Ohio
County of Lorain

Be it remembered, That on this 27th day of December 1916, appeared before me a Notary Public in and for said County and State George C. Jameson, executor of the estate of Rachel A. Jameson to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution thereof. 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 Feb 9th 1917.

David J. Nye
Notary Public

Recorded 16th day of January A.D. 1917
At 11:55 O'Clock A.M.

(S.S.)

Estelle Northrup
Register of Deeds.

THIS INDENTURE, made this 27th day of December A.D. 1916 between Archie S. Coen and Edna P. Coen, his wife, of the county of Jackson and State of Missouri 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 Fifty five hundred and 00/100 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 the State of Kansas, to-wit: The Northwest quarter (1/4) of Section Number Twenty-five (25), Township Number Thirteen (13) Range Number Twenty (20) East of the sixth (6th) Principal Meridian in Douglas County Kansas.

TH 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 covenant 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 \$100. or any multiple thereof on this note at maturity of coupon due July First, 1917, or any coupon thereafter by giving thirty (30) days notice.

PROVIDED, HOWEVER, that if the said party of the first party shall pay, or cause to be paid, to the said parties of the second part, their successors, heirs or assigns, the principal sum of Fifty-five Hundred and no/100 dollars, on the first day of January A.D. 1922, with interest thereon at the rate of 5% per cent. per annum, payable on the first day of July and January 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 promissory note No 51638, 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 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 \$500.00 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 with, as part of, and in the same manner as, the principal sum hereby secured.

AND the said party of the first part do further covenant and agree that in case of

For Release See Book 57 Page 291

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