

The following is endorsed on the original instrument, and recorded in Book 55, of Mortgages, Page 309.

#### Assignment.

Know All Men By These Presents, That Edward Hope and <sup>Lela</sup> ~~Edna~~ M. Hope, his wife Douglas County in the State of Kansas, the within-named mortgagee in consideration of Twenty Five Hundred and no/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledged do hereby sell, assign, transfer, set over and convey unto The Farmer State and Savings Bank of Lawrence, Kansas, heirs and assigns, the within mortgage deed, the real estate conveyed on the promissory note, debts and claims thereon 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 have hereunto set their hand this 20th day of January, 1917.

Edward Hope  
Lela M. Hope,

Executed in the presence of  
C. W. McKeen  
Lawrence Kansas.

State of Kansas  
:ss  
Douglas County:

Be it Remembered, That on this 20th day of January, A. D., 1917, before me, F. C. Whipple, a Notary Public, in and for said County and State, came Edward Hope and Lela M. Hope, his wife, 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 set my hand and affixed my official seal on the day and year last above written.

F. C. Whipple  
Notary Public.

My commission expires Jan. 29, 1919. (P.S.)

Recorded on the 14th day of February, A.D., 1917, at  
10:50 o'clock, A.M.

Edw. Northrup  
Register of Deeds.

#### INDENTURE

This Indenture, made the First day of February, A.D., 1917, between Miam Wiley and Almeta Wiley, 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 Sixty-three 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 Northwest quarter (1/4) of Section Number Two (2), Township Number Fourteen, (14), Range Number Nineteen (19), East of the Sixth (6th) Principal Meridian in Douglas County, Kansas, containing One Hundred and Sixty (160) acres, more or less.

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 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 August First, 1917, 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 Sixty-three Hundred and no/100 Dollars on the first day of February, A.D., 1922, with interest thereon at the rate of 5% per centum per annum payable on the first day of August and February 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 51605, 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

For assignment see Book 54 Page 336  
For release see Book 62 Page 321.