

ASSIGNMENT

STATE OF KANSAS:
COUNTY OF JOHNSON:J. L. PETTYJOHN & CO.
Olathe, Kansas.

No. 51440, \$5000.00

Know all men by these presents, That we, J. L. Pettyjohn & Co., of Olathe in the County of Johnson, and State of Kansas, of the first part, in consideration of the sum of Five Thousand and no/100 Dollars to them in hand paid by National Life Insurance Company of Montpelier and State of Vermont of the second part, the receipt whereof is hereby acknowledged, have sold, and by theses presents do sell, assign and convey unto the said parties of the second part, all of our right, title and interest, of, in and to ascertain indenture of mortgage bearing date the First day of November, A. D., 1916, made by W. Roy Martin and Olive Martin, conveying the following lands and tenements situated, lying and being in the County of Douglas and State of Kansas, to-wit: The Northwest quarter ($\frac{1}{4}$) of Section Number Eighteen, (18) Township Number Thirteen (13), Range Number Twenty-One (21), also about Two (2) acres of the Northeast quarter ($\frac{1}{4}$) of Section Number Thirteen (13), Township Number Thirteen, (13), Range Number Twenty-One (21) all East of the Sixth (6th) Principal Meridian in Douglas County, Kansas, in favor of said J. L. Pettyjohn & Co., which said mortgage was duly recorded in the Office of Register of Deeds of the County of Douglas, and State of Kansas, on the 4th day of December in the year 1916, in Book 54 of Mortgages, at page 418 thereof, together with the notes or obligations therein described.

To Have and To hold the same unto the said parties the second part their heirs executors, administrators or assigns, subject only to the provisions in said indenture of mortgage contained.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals this the 11th day of December, A. D. 1916,

J. L. PETTYJOHN & CO.

THE STATE OF KANSAS: ss
COUNTY OF JOHNSON:

by J. L. Pettyjohn (Seal)

Be It Remembered, That on this 11th day of December, A. D. 1916, before me a Notary Public in and for said County and State, came J. L. Pettyjohn of and for the firm of J. L. Pettyjohn & Co., of Olathe, Johnson County, Kansas, to me personally known to be the same person who executed the foregoing instrument, 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.

J. P. Cochran

Notary Public.

My commission expires March 7th, 1920.

Olathe, Johnson County, Kansas.

Recorded on Feb. 24th, A. D. 1917,
at 10:40 o'clock, A. M.Estelle Northrup
Register of Deeds.Lo Anne Milton
Deputy.

MORTGAGE.

This Indenture, Made this 23rd day of February in the year of our Lord, one thousand nine hundred and seventeen by and between Louis V. Nance and Louisa Nance, his wife, of the County of Douglas and State of Kansas, parties of the first part, and Mrs. Bernice McCarty of Kansas City, Mo., party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Fifteen Hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to her heirs and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in the County of Douglas, and State of Kansas, to-wit: The East Half (E. $\frac{1}{2}$) of the NorthEast Quarter (N.E. $\frac{1}{4}$) of the Northwest Quarter (N.W. $\frac{1}{4}$) of Section Nine (9), Township Thirteen (13), South of Range Twenty (20), East of the 6th P. M. containing Twenty acres.

TO HAVE AND TO HOLD THE SAME, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to her heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, her heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided Always, and this instrument is made, executed and delivered upon the following conditions, to-wit: First, Said parties of the first part justly indebted unto the said party of the second part in the principal sum of Fifteen Hundred Dollar lawful money of the United State of America, being for a loan thereof made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of One certain First Mortgage Real Estate Note, numbered 122, executed and delivered by the said parties of the first part bearing date February, 23rd, 1917, payable to the order of the said Mrs. Bernice McCarty of Kansas City, Mo., Five years after date, at the First National Bank, Kansas City, Mo. with

For release see next page.