

the name, place and stead of the said first party, or their heirs or grantees. And all moneys paid out by the said The Aultman & Taylor Machinery Company in this behalf the said first party agrees to repay with interest at ten per cent. per annum, payable annually, and this mortgage shall be security for said amount, with said interest.

In case of default of payment of any sum herein covenanted to be paid, when due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party, its successors or assigns, interest at the rate of ten per cent. per annum, computed annually, on said principal hereby secured, from the date thereof to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation so that the total amount collected shall be, and not exceed, the legal rate of ten per cent.

The said first party agrees, that if the makers of said notes shall fail to pay, or cause to be paid, the principal or interest, or any part thereof, at the time the same becomes due, or to conform or comply with any of the foregoing covenants, the whole sum of money herein secured shall, upon the option of the said second party, become due and payable without notice, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with statutory damages, and the said second party, its successors or assigns, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession and receive and collect the rents, issues and profits thereof. For value received, the said party of the first part do hereby expressly waive an appraisalment of said real estate, should the same be sold under execution, order of sale, or other final process, and do further waive all benefits of the stay, valuation or appraisalment laws of the State of Kansas. The foregoing covenants being performed, this conveyance to be void, and the same is to be released at the cost of the said first party; otherwise of full force and virtue...

In Testimony Whereof, The said party of the first part have hereunto set their hands this sixth day of April, One Thousand Nine Hundred and seventeen.

Signed, Sealed, and Delivered  
in the presence of  
Charles C. Miller  
W.M. King.

Kirby McRill (L.S.)

THE STATE OF KANSAS: COUNTY OF DOUGLAS: SS:

BE IT REMEMBERED, That on this 7th day of April, A.D. One Thousand Nine Hundred and Seventeen, before me, the undersigned, a Notary Public in and for said County and State came Kirby McRill who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, on the day and year last above written.

Residence, Lawrence, Kansas.

Geo. W. Kuhne, Notary Public.

Commission dated—

(L.S.)

Expires Jan. 25, 1918.

*Estelle Withrups*  
Register of Deeds,

*Lawrence, Kansas*

*Lo Opense Walton, Deputy.*

Recorded on April 12, A. D. 1917,  
at 9:30 o'clock, A.M.

#### ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That Fidelity Trust Company, Kansas City, Missouri, of the first part in consideration of the sum of One Dollars, to it in hand paid by C. H. Tucker of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does sell, assign, and convey unto the said party of the second part all its right, title and interest in and to a certain indenture of Mortgage bearing date the 2nd day of March in the year A.D. 1914 made by Nancy J. Brawley to Fidelity Trust Company and recorded in the office of the Register of Deeds in the County of Douglas and State of Kansas on the 3rd day of March in the year A.D. 1914, in Book 53 of mortgages at Page 91; which said ——— was duly assigned ——— TO HAVE AND TO HOLD the said mortgage together with the notes and obligations therein described, unto the said party of the second party, executors, administrators or assigns, subject only to the provisions in said instrument. (SEAL)

IN TESTIMONY WHEREOF, Fidelity Trust Company, Kansas City, Mo., has caused these presents to be signed by its Vice President and its corporate seal to be affixed hereto by its assistant Secretary, duly authorized for the purpose, this 29th day of November, A.D. 1916..

WITNESSES: D.M.C.

Fidelity Trust Company.

By: Lester W. Hall, Vice President.

Attest: D.M. Connor, Asst. Secretary.

STATE OF MISSOURI: COUNTY OF JACKSON: SS:

On this 29th day of November, A.D. 1916, before me, the undersigned, a Notary Public duly appointed and qualified for, and residing in said County and State, personally appeared Lester W. Hall to me personally known to be the persons who executed the foregoing instrument as Vice Pres. of Fidelity Trust Company and who, being by me duly sworn did say that he is the Vice Pres. of Fidelity Trust Company and that the seal affixed to the foregoing instrument in the corporate seal of said Company, and that the said instrument was signed, sealed and delivered in behalf of said Company, by authority of its Board of Directors, and the said Lester W. Hall acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and for the consideration therein expressed.

Witness my hand and official seal at Kansas City, Mo., in said County and State the day and year last above written.  
My commission expires April 29th, 1918.

Recorded on April 13, A.D. 1917,  
at 3:50 o'clock, P.M..

Jean B. Broadwell,  
Official Title, Notary Public.

*Estelle Withrups*  
Register of Deeds,

*Lo Opense Walton, Deputy.*