

The following is endorsed on ASSIGNMENT. the original instrument, recorded in Book 42, Page 141
 FOR VALUE RECEIVED, I hereby sell and assign the within mortgage and the notes thereindescribed, to Marguerite Upton Brehaut of Cream Ridge, New Jersey. As witness my hand this 21st day of Nov., 1916.

Wilder S. Metcalf.

STATE OF KANSAS: COUNTY OF DOUGLAS: SS:

BE IT REMEMBERED, That on this 21 day of Nov., 1916, appeared before me a Notary Public in and for said County and State Wilder S. Metcalf 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 Jan. 25, 1920. (L.S.) C. M. Hunter, Notary Public.

Recorded on June 6, A. D. 1917
 at 3:40 o'clock, P.M.

Estelle Northrup
 Register of Deeds,
Loisie Walton Deputy.

MORTGAGE.

THIS INDENTURE, Made this 25th day of May, A. D. 1917, between Warren E. Pine, and Lula E. Pine, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Farmers State and Savings Bank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part;

Witnesseth, That the said part of the first part, in consideration of the sum of Two Thousand and no/100 (\$2,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit: Commencing at a point Forty (40) rods South of the Northwest corner of the Northeast Quarter (1/4), Section Nineteen (19), Township Twelve (12), Range Twenty (20); thence running South Forty-Five (45) rods; thence East Eighty (80) rods; thence North Sixty-five (65) rods; thence West Sixty (60) rods; thence South Twenty (20) rods; thence West Twenty (20) rods to the place of beginning, containing twenty (20) acres more or less.

To Have and To Hold the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said parties of the first part hereby covenants that at the delivery hereof 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.

Provided, However, that if the said parties of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the principal sum of Two thousand and no/100 (\$2,000.00) Dollars, on the 25th day of May, A. D. 1922 with interest thereon at the rate of six per cent per annum, payable semi-annually on the 25th days of November and May 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 certain promissory note, and ten coupon interest notes thereto attached bearing even date herewith, executed by said parties of the first part and payable to the party of the second part or its order at the office of said bank in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the parties of the first part; 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 parties 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, if incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said parties of the first part hereby further covenants and agrees to pay all taxes, general or special, which may be assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$2,000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefore, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it

Recorded

Dec 13th 1917

Estelle Northrup

Register of Deeds

(Seal of Bank)

For Record Release See Book 27, Page 141

The following is endorsed on the original instrument:
 The note secured by this mortgage was loaned to the said party of the first part, and this mortgage is to be void and released at the expense of the said parties of the first part, otherwise to remain in full force and effect.