and mil marital rights, hereby covenanting to warrant and defend the title to said premises against the claims of all persons.

Said first party shall neither commit nor permit waste on said premises, shall pay all taxes and all local assessments levied thereon, before delinquency, and until the debt hereby secured is fully paid, shall procure, maintain and deliver to second party ty or assigns, approved insurance (premium paid) on the buildings thereon, in the sum of Slong..loss payable to second part ... a assigns, as additional security hereto.

Said second party or the owner of said note ..., may pay said taxes or local assessments, redeem said premises from any sale for taxes or local assessments, or procure said insurance, on failure of first parties to do so, and all money so advanced with interest at ten per cent., shall be reprid by said first parties and be secured by this Indenture.

It is further agreed that time shall be material, and the essence of this contract, It is turther agreed that time shall be material, and the agreements berein provided, that if default be rade in the performance of any of the agreements herein provided, or contained in the Note..., by this Indenture secured, then said Note shall, at the option of the owner thereof, become due and collectible immediately, without notice, and suit may be commenced at once in foreclosure of this Indenture, and interest at ten per cent per annum shall be computed on said Note... from the day to which interest has been paid thereon.

And it is further agreed in case of sale under judgment of foreclosure said prem-

ises shall be sold in one body, and not in parcels. Provided always, That upon a full performance of all agreements, at the time and in the manner here in specified, then this Indenture shall be void, and said second party shall executed and deliver to said first parties a release of said Indenture but shall shall executed an deliver to said first parties a relation of this mandate and effect. not be required to record the same; otherwise to remain in full force and effect. "In witness whereof, the parties of the first part hereinto set our hands. "Signed in the presence of "Flore M: Combs," Signed in the presence of

Rollie D. Combs,

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State of Oklahoma: Osage County: SS: State of UKIANOMA: USER COUNTY: 55: 5 On this 9th day of July, A. D. 1917, before me, a Notary Fublic in and for said dounty, personally cane Flors H. Combs, contracting in her own right and Rollie D. Combs, her husbend, personally known to me to be the same persons who executed the above instrument and they duly achnowledged said instrument, and the execution thereof to be their free and voluntary act and deed. Witness my hand and official seal the day and year last above written. My cormission expires Mar. 2, 1913. (L.S.) Horace J. Smith, Notary Public.

Recorded on July 14, A. D. 1917 at 3:55 oclock, P.M.

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Recorded

ASSIGNMENT

The following is endorsed on the original instrument, recorded in Book, 49, Page 468 of Douglas County Records.

Know all men by these presents, That Callie M. Martin, Douglas County, in the State of Konsas, the within named Mortgagee, in Consideration of Five Hundred Dollars, to her in hand paid the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto The Lawrence National Bank, here's ad assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and

claims thereby secured and covenants therein contained; To Have and To Hold the same Porever, Subject nevertheless to the conditions therein named.

In Witness Whereof, The said mortgages have hereunto set mY hand this 5th day of: April, 1917.

Executed in presence of

Callie M. Martin.

Estelle Northrups, Perister of Dads,

& Peine Walton Deputy.

State of Kanass: County of Douglas: SS: Be It Remembered, That on this 5th day of April, A. D. 1917, before me, Geo. W.

Kuhne, a Notary Fublic in and for said County and State, come Callie M. Martin 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 writt m. (L.S.) Geo. W. Kuhne, Notary Public. My commission expires Jan 25, 1915.

Recorded on July 16th, A. D. 1917 at 10:15 oclock, A. M.

Estelle northrup Reine Walton, Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument, which is recorded in Mtg. Book 52, Page 601, Deuglas County Records.

Know All Men By These Presents, That Rudolph Weiser Douglas County, in the State of Kansas, the within-named mortgage in consideration of Fourteen Hundred Dollars, to. in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Merchants Loan and Savings Bank, heirs and assigns

the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained. To Have and to hold the same forever, Subject nevertheless, to the conditions there

in named. In Witness Whereof, The said mortgagee has hereunto set his hand this 14th day of

July, 1917. Executed in presence of

Rudolph Weiser