

## ASSIGNMENT OF MORTGAGE.

This Instrument, Made this 23rd day of November, 1904, between Estate of Myron Boardman, Edwin Gillette, Adm'r., of the first part and Annie S. Boardman, of the second part.

Witnesseth, That the party of the first part, for a good and valuable consideration to him in hand paid by the said party of the second part, has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to the party of the second part, a certain mortgage bearing date the third day of August, 1898, made by Amelia J. McQueen, widow, to Myron Boardman to secure the payment of the sum of Seven Hundred Dollars Dollars (\$700<sup>00</sup>), and interest thereon from the date thereof, recorded in the Clerk's office of Douglas County, State of Kansas, in Liber 54, of Mortgages, at page 591, on the 5th day of August, 1898 at 5:05 o'clock, P. M., together with the bond accompanying said mortgage, and therein referred to, and all sums of money due and to grow due thereon. And the party of the first part hereby covenant that there is due on said bond and mortgage the sum of Seven Hundred Dollars and seal the day and year first above written.

In Witness Whereof,  
Witnesses,  
S. E. Banks

Estate of Myron Boardman,  
Edwin Gillette, Adm'r (Seal)

State of New York: County of Tompkins:SS:  
of

On this 25 day of November, in the year One thousand nine hundred and four, before me, the subscriber, personally appeared Edwin Gillette, to me known to be the Adm'r of Estate of Myron Boardman, deceased, and to me personally known to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

My commission expires March 30, 1906.

(L.S.)

S. E. Banks, Notary Public.

Recorded on Oct. 22nd, A. D. 1917  
at 1:10 o'clock, P.M.

*Edwin Gillette*  
Register of Deeds,  
of Rome Station, Deputy.

## MORTGAGE.

This Mortgage, made this 8th day of August, 1917, by Albert Von Gunten, and Elizabeth Von Gunten, his wife, of the County of Douglas and State of Kansas, parties of the first part, to The Davis, Wellcome, Mortgage Company, a corporation existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of One Hundred Twenty Five Dollars to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to-wit:

The South Half (S. 1/2) of the Northeast Quarter (N.E. 1/4) of Section Twenty-Five (25), Township Thirteen (13) South, of Range Twenty (20) East of the Sixth Principal Meridian, containing Eighty (80) Acres.

To Have and To Hold the Same, Together with all and singular the tenements, hereditament and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance, except a Mortgage dated Feb. 27th, 1913, for \$2500.00 in favor of The Prudential Insurance Company of America, of Newark, New Jersey.

Provided Always, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered ten certain promissory notes in writing to said party of the second part, each for the sum of \$12.50, due September 3d., 1918, March 3d, 1919, September 3d, 1919, March 3d, 1920, September 3d, 1920, March 3d, 1921, September 3d, 1921, March 3d, 1922, September 3d, 1922, and March 3d, 1923, respectively with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Davis, Wellcome Mortgage Company, Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of said The Davis, Wellcome Mortgage Company in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity. When all of said notes shall have been fully paid, then this mortgage shall be wholly discharged and void, and shall be released by party of the second part, its successors or assigns. If any one of said notes be not fully paid at maturity thereof, then all of said notes then unpaid shall be due and payable and bear interest at the rate of ten per cent per annum, as provided by said notes, and judgment therefor, and for costs of suit, and for the foreclosure of this mortgage, shall be rendered, all appraisal and exemption laws being hereby expressly waived. If judgment be rendered for foreclosure of this mortgage, it shall be that the whole of the said real estate be sold together and not in parcels.

In Witness Whereof, The parties of the first part have hereunto set their hands at the date first herein written.

Albert Von Gunten,  
Elizabeth Von Gunten,

Recorded March 13, 1923

Register of Deeds

(Seal)

The following is endorsed on the original instrument

The debt secured by this mortgage has been paid in full and the same is hereby cancelled and released. This is hereby certified by the Register of Deeds of Douglas County, Kansas, on March 13, 1923.