

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Fidelity Trust Company, Kansas City, Mo 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 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 10th day of January in the year A.D. 1915 made by Edward S. Harvey, F. D. G. Harvey Maude Harvey, Sherman A. Harvey 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 8th day of May in the year A.D. 1915 in Book 53 of mortgages at Page 217;

TO HAVE AND TO HOLD the said mortgage together with the notes and obligations therein described, unto the said party of the second part, executors, administrators or assigns, subject only to the provisions in said instrument.

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 Secretary, duly authorized for the purpose, this 17th day of May A.D. 1915.

(Cor. Seal)

Fidelity Trust Company,

By F. C. Cochran, V. P.

Attest: W. T. Comstock,

Secretary.

State of Missouri,)
County of Jackson,) SS:

On this 17 day of May A.D. 1915 before me, the underSigned, a Notary Public duly appointed and qualified for, and residing in said County and State, personally appeared F. C. Cochran to me personally known to be the person who executed the foregoing instrument as Vice President of Fidelity Trust Company and who, being by me duly sworn, did say that he is the Vice president of Fidelity Trust Company and that the seal affixed to the foregoing instrument is 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 F. C. Cochran 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 in said County and State the day and year last above written.

Jean B. Broadwell,
Official Title,
Notary Public.

(L.S.)

My Commission Expires April 29th 1918.
Recorded February 9, 1918,
At 9:30 o'clock A.M.

Edith M. Broadwell
Register of Deeds,
Jane Ford
Deputy.

Mortgage.

This Indenture, Made this 8th day of January in the year of our Lord nineteen hundred and eighteen between Alva D. Bernhard, single, of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand Dollars to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and Mortgage to the said party of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the county of Douglas and State of Kansas, Described as follows, to-wit:

The South half ($\frac{1}{2}$) of Lot number Nine (9) in Block number Eight (8) Oread Addition to the City of Lawrence, said County and State.

The Mortgagor agrees to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgagee, with mortgage clause attached making loss payable to said mortgagee, or assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part doth hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of One Certain Note this day executed and delivered by the said Party of the first part to the said party of the second part payable five years after date with interest thereon according to the terms of said note and coupons thereto attached and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable and it shall be lawful for the said party of the second party of the second part his executors, administrators and assigns, at any

Recorded

Edith M. Broadwell
Register of Deeds,
Jane Ford
Deputy.

The following is endorsed on the original instrument.
For New received, I hereby acknowledge full payment of the debt mentioned herein and hereby authorize the same of the within mortgage and hereby authorize the same

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