The following is endorsed on the original recorded in book 54 page 276. ASSTGNMENT.

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Know all men by these presents: That, Fidelity Trust Company, of Kansas City, in the County of Jackson, That, Fidelity Trust Company, of Kansas City, in the County of Backson, State of Missouri, the within named mortgages, in consideration of the sum of Thirteen hundred and no/100 Dollars, to it in hand paid, the receipt whereof is hereby acknow-ledged, does hereby sell, assign, transfer, set over and convey unto C. H. Tucker, heirs and assigns, the within mortgage dead, the real estate conveyed, and the pro-missory note, debts and claims thereby secured, and convenants therein contained: To have and to hold the same forever; subject, nevertheless to the conditions therein contained.

In witness whereof, the said mortgagee has caused this instrument to be signed by its Vice President and its Corporate Seal to be hereto affixed this 22nd dey of April A.D. 1916.

(Corp. Seal)

Fidelity Trust Company, Kansas City, Missouri. Py F. C. Cochran, Vice President.

State of Missouri, Jackson County, ss. Be it remembered, that on this 22nd day of April A.D. 1916 before me, the undersigned a Notary Public in and for the County and State aforesaid, came F. C. Cochran, Vice President of Fidelity Trust Company, Kansas City, Missouri, who is personally known to me to be person who executed the foregoing Assignment of Mortgage as Vice President Q Fidelity Trust Company, Kansas City, Missouri, and duly acknowledged the execution of the same to be the free act and deed of said Corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(L.S.) My term expires April 29th, 1918. Recorded Jan. 22, 1919, . At 10:10.0'clock A.M.

Jean B. Broadwell, Notary Public. 187

Estelle Dorchine Register of Deeds, Arena Deputy.

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- Of the State

This Indenture, made the twenty first day of December, A.D. 1916, between Henry J. Deister, unmarried, of the County of Douglas and State of Kansas, party of the first part, and The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, and having its principal place of business at Milwaukee, Wisconsin, party of the second part: Witnesseth, that the said party of the first part, in consideration of Two thousand dollars, to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Roal Estate situated in the County of Douglas and State of Kansas to-wit:

MORTGAGE.

The east half of the northwest cuarter of section number thirty-six, in township number twelve south, of range number seventeen east, except one and one-fourth acres, more or less, in the northeast corner used for a school house site, being twelve and one-half rods east and west and sixteen rods north and south.

Together with the privileges and appurtenances to the same belonging, and all of the rents, insues and profits which may arise or be had thereform. To have and to hold the same to the said party of the second part, its successors

and assigns, forever. And the said party of the first part hereby covenants that he has good right to sell and convey said premises and that they are free from incumbrance, and hereby

warrants the title thereto against all persons whomsoever. Conditioned, However, that if the said party of the firstpart, his heirs, exec administrators or assigns, shall pay or cause to be paid to the said party of the executors acministrators or assigns, shall pay or cause to be pair to be said party of the second part, its successors or assigns, at the office of said party of the second par in the City of Milwaukee, Wisconsin, the sum of Two thousand Dollars with interest, according to the terms of a promissory note bearing even date herewith executed by the said party of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt se-cured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable incurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less thandollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens; and upon demand by said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said preperty, and all expenses and attorney's fees incurred by