

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

Sixth, In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said party agrees to pay to the said second party and his assigns, interest at the rate of 10 per cent. per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent. per annum.

In testimony whereof, the said party of the first part has hereunto subscribed his name and affixed his seal on the day and year above mentioned.

Executed and delivered in presence of

James E. Dyer, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, that on this 7th day of July A.D. Nineteen hundred and nineteen, before me, the undersigned, a Notary Public in and for said County and State, came James E. Dyer, a widower who is personally known to me to be the identical person described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be his voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

E. J. Hilkey,
Notary Public.

My commission expires September 15th 1922.

Douglas County, Kansas.

Recorded July 7, 1919,

(L.S.)

At 4:15 o'clock P.M.

Estelle Northrup
Register of Deeds,
Ferne H. Ford
Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument Book 45 page 312.

Know all men by these presents, That Louis Bergman of Chicago Cook County, in the State of Illinois the within named mortgagee, in consideration of One thousand Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer set over and convey unto Ralph Bergman 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 therein named.

In witness whereof, the said mortgagee has hereunto set his hand this 3rd day of April 1919.

Louis Bergman.

State of Kansas, }
Douglas County, } ss.

Be it remembered, that on this 3 day of April A.D. 1919 before me, Geo. W. Kuhne a Notary Public in and for said County and State, came Louis Bergman to me personally known to be the same person who executed the foregoing instrument of writing, 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 written.

Geo. W. Kuhne,
Notary Public.

My commission expires Jan. 25 1922.

(L.S.)

Recorded July 1919, at 4:05 o'clock P.M.

Estelle Northrup
Register of Deeds,
Ferne H. Ford
Deputy.

MORTGAGE.

This indenture, Made the second day of July A.D. 1919, between Cora E. Ernst, widow, of Wellsville, County of Franklin 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 Thirty-two hundred Dollars, to her 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 real estate situated in the County of Douglas and State of Kansas, to wit:

The south half of the northeast quarter of section number sixteen, in township number fifteen south, of range number twenty-one east.

Together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or be had therefrom.

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 she 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.

For Assignment of the Book 65 Page 224
for Wellsville (Book 65 Page 225)

Recorded July 27 1919
Ferne H. Ford
Register of Deeds

Recorded July 27 1919
Ferne H. Ford
Register of Deeds

Recorded July 27 1919
Ferne H. Ford
Register of Deeds

W. E. Smith

Notary Public
My commission expires Jan. 25 1922.
Recorded July 1919, at 4:05 o'clock P.M.

The following is endorsed on the original instrument Book 45 page 312.

Know all men by these presents, That Louis Bergman of Chicago Cook County, in the State of Illinois the within named mortgagee, in consideration of One thousand Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer set over and convey unto Ralph Bergman heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained.