

ASSIGNMENT.

The following is endorsed on the original instrument in book 56 page 306.

For and in consideration of *one (\$1.00)* Dollars to me in hand paid, the receipt of which is hereby acknowledged, I, W. J. Stubbs, the mortgagee within named, do hereby assign and transfer to J. E. Stubbs, or his assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said J. E. Stubbs all my right, title and interest to the lands and tenements in said mortgage mentioned and described.

In witness whereof, I have hereunto set my hand and seal at Fowler, in the County of Otero and State of Colorado this 5th day of April A.D. 1919,

Signed, sealed and delivered
in presence of

W. R. Stubbs, (Seal)

State of Colorado,)
Otero County,) ss.

Be it remembered, that on this 5th day of April A.D. 1919 before me Walter M. Berry a Notary Public in and for said County and State, came W. R. Stubbs, who is personally known to me to be the same person who executed the within instrument of writing, and such person 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.

My commission expires June 18th, 1921. (L.S.)

Walter M. Berry,
Notary Public.

Recorded January 23, 1920,
2:30 o'clock P.M.

Estelle Perkins
Register of Deeds,
James H. Hays
Deputy.

MORTGAGE.

This indenture, made the 16th day of January 1920 A.D. between Michael A. Anderson and Nellie Anderson, husband and wife of the County of Douglas and State of Kansas, party of the first part, and Bartlett Brothers Land and Loan Company, a corporation under the laws of Missouri, located at St. Joseph, Buchanan County, Missouri party of the second part,

Witnesseth, that the said party of the first part, in consideration of the sum of (\$7000) Seven Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the county of Douglas and State of Kansas, to wit:

North west Quarter of Section Twenty-three (23), in Township Twelve (12), of Range Eighteen (18), in Douglas County, Kansas, containing One hundred sixty acres (160)

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage, said party of the first part hereby assign to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

To Have and to Hold the same, with appurtenances thereto belonging or in any-wise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$7000.00) Seven Thousand Dollars, on the first day of February, A.D. 1925, with interest thereon at the rate of six per cent. per annum, payable on the first day of February and August in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable at the office of said Company, in St. Joseph, Missouri; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

This Release
was written
on the original
mortgage
entered
this day
of April
1919
at St. Joseph,
Mo.

The amount secured by this mortgage has been paid in full, and
the same is hereby cancelled this 15th day of April 1925
The Mortgagee's Consent