

and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first party or his heirs and assigns.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year last above written.

E. L. Rush, (Seal)

Witnesses:

R. Hunter,
W. H. Harper,

Province of Alberta,)
Canada,) ss.

Be it remembered, that on this 31st day of January A.D. 1920, before me, a Notary Public in and for said County and State, came E. L. Rush, a single man, to me personally known to be the same person who executed the foregoing instrument, 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.

(No expiration date given.)

(L.S.)

R. Hunter,
Notary Public.

Recorded Feb. 26, 1920,
At 9:05 o'clock A.M.

Estelle Norchuck,
Register of Deeds,
Furne Flora,
Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 57, page 421.

For value received, The Merriam Mortgage Company hereby assigns the within Mortgage and the debt secured thereby to Rutland Savings Bank, Rutland, Vermont, February 25, 1920.

(Corp. Seal)

THE MERRIAM MORTGAGE COMPANY,
By C. Woodward,

State of Kansas, Shawnee County, ss.

Sec'y.

Be it remembered, that on this 25th day of February 1920 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. Woodward Sec'y of The Merriam Mortgage Company, a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

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

Commission expires January 21st, 1922.

(L.S.)

E. E. Linblade,
Notary Public.

Recorded Feb. 27, 1920,
At 8:30 o'clock A.M.

Estelle Norchuck,
Register of Deeds,
Furne Flora,
Deputy.

MORTGAGE.

Kansas,
parties

This indenture Made this Twenty first day of February A.D. 1920 by and between David McConnell, a widower of the County of Leavenworth and State of Kansas, party of the first part, and The Travelers Insurance Company a corporation organized and existing under the laws of the State of Connecticut, party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twenty eight Hundred and no/100 Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to wit:

Property

The south half of the southwest quarter of section seventeen (17), Township Fifteen (15) Range Twenty (20) East of the Sixth Principal Meridian, containing Eighty acres, more or less.

Warranty

To have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption 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 does 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 indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Description of Notes

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 (\$2800.00) Twenty eight hundred and no/100 Dollars, with interest thereon from March 1st. 1920 at the rate of six and one half per cent. per annum, payable on the first day of March in each year, together with interest at the rate of ten per cent. per annum on any instalment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according