

Now, if said first parties shall pay or cease to be paid to said party of the second part, its heirs, assigns or successors, said sum of money in the above-described note-mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, otherwise to remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, are not paid when the same are due, or if the first mortgage or any part thereof or any interest thereon is not paid when the same is due or if the taxes or assessments of every nature which are or may be assessed and levied against such premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums and any interest thereon shall, and by these presents do, become due and payable, and the said party of the second part shall be entitled to the possession of the premises. All appraisement, exemption and stay laws are hereby expressly waived.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its heirs, assigns or successors, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same; that said premises are free and clear of all encumbrances except Five Thousand Dollars, and that they will, and their heirs, executors and administrators shall forever warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Attest:

Carl Neis,  
Mattie Neis,

State of Kansas, Douglas County, ss.

Be it remembered, that on this, the 31st day of Jan. A.D. 1920, before me, the undersigned, a Notary Public in and for said county and State, came Carl Neis and Mattie Neis, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

My commission expires Dec. 16, 1922.

(L.S.)

C. E. Cory,  
Notary Public.

Recorded March 1, 1920,  
At 5:10 o'clock P.M.

*Estlin Northrup*,  
Register of Deeds,  
Turner, Iowa,  
Deputy.

#### ASSIGNMENT.

The following is endorsed on the original recorded in book 56 page 380.

For and in consideration of Fifteen Thousand Dollars to me in hand paid, the receipt of which is hereby acknowledged, I, G. F. Brown Lawrence Kansas the mortgagee within named, do hereby assign and transfer to Peoples State Bank, Lawrence, Kans, or their assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said Peoples State Bank, Lawrence, Kan 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 Lawrence in the County of Douglas and State of Kansas this 20th day of February A.D. 1919.

Signed, sealed and delivered  
in presence of

G. F. Brown, (Seal)

State of Kansas, )  
Douglas County, ) ss.

Be it remembered, that on this 20th day of Feby. A.D. 1919 before me, S.A. Wood a Notary Public in and for said County and State, came G. F. Brown 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.

My commission expires Apr. 10, 1919,

(L.S.)

S. A. Wood,  
Notary Public.

Recorded March 2, 1920,  
At 12:15 o'clock P.M.

*Estlin Northrup*,  
Register of Deeds,  
Turner, Iowa,  
Deputy.

#### MORTGAGE.

This Indenture, Made this 1st day of March A.D. 1920, between Russell E. Dey and Nettie May Dey, husband and wife of the County of Douglas and State of Kansas, parties of the first part, and The Farmers State and Savings Bank a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the Second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Thirty five Hundred and no/100 (\$3500.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to wit:

All the south one half (½) of Southeast quarter (¼) of Section Sixteen (16) in Township Fourteen (14) South of Range Twenty (20) east of Sixth Principal Meridian.

*See Next Page for Return*