

State of Kansas,)
Douglas County,) ss.

Be it remembered, that on this 4th day of March A.D. 1920 before me John C. Erick a Notary Public in and for said County and State, came Anna L. Rutson to me personally known to be the same person who executed the within release 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 January 13, 1924. (L.S.)

John C. Erick,
Notary Public.

Recorded March 31, 1920,
At 9:35 o'clock A.M.

Ester Northrup
Register of Deeds,
Ferne Flora
Deputy.

ASSIGNMENT.

The following is endorsed on the original recorded in book 53, page 422.
For value received, I hereby assigns and transfer the within mortgage, together with the note thereby secured, to Ester Burke and Lois Burke without recourse.

F. M. Perkins,

State of Kansas,)
County of Douglas,) ss.

On this 23rd day of May 1919, before me, a Notary Public within and for said County and State, came F. M. Perkins to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution of the same, for the uses and purposes therein named.

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

My commission expires January 31, 1920.

(L.S.)
P. Henry Perkins,
Notary Public.

Recorded march 31, 1920,
At 3:00 o'clock P.M.

Ester Northrup
Register of Deeds,
Ferne Flora
deputy.

MORTGAGE.

This Indenture, Made this 26 day of March A.D. 1920, between James L. Deay and Viola Deay, his wife of the first part, and Warren Mortgage Company, of Emporia, Lyon County, Kansas, of the second part.

Witnesseth; that the said parties of the first part, in consideration of the sum of Three Thousand Dollars, paid by the second party, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do Grant, Bargain, Sell and Convey unto the said Section party, its heirs, assigns or successors, forever, all of the following-described real estate, situated in the Township of Palmyra, County of Douglas State of Kansas, to wit:

The South One Hundred Acres of the Southwest Quarter of Section Twelve, Township Fourteen South, Range Twenty East of the 6th P.M.

To have and to hold the same, with all the appurtenances thereto belonging, unto the said second party, its heirs, assigns or successors, forever; and the said first parties do hereby covenant and agree, that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance herein, free from all encumbrances, and that they will Warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon this express condition, that where as, the said first parties are justly indebted unto said Warren Mortgage Company in the principal sum of Three Thousand Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said Warren Mortgage Company to the said parties and secured by a certain promissory note bearing even date herewith, payable to said Warren Mortgage Company, or order, with interest at the rate of six per cent per annum from April 1, 1920 until fully paid; interest to be paid as stated in the principal note, as specified by interest notes or coupons of even dates herewith attached to said principal note, principal and interest payable at the Fourth Atlantic National Bank of Boston, Boston, Massachusetts, or at such place as the legal holder may in writing designate.

Now, if said first parties shall pay or cause to be paid the said sum of money, with interest thereon, according to the terms of said note and pay off, remove and discharge all prior liens and encumbrances existing, or that may hereafter arise, then these presents shall be void. But if said sum of money, or any interest on it, is not paid when due and payable, or if all taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured as hereinafter set forth, or to pay off, remove and discharge all prior liens and encumbrances, then, in any of these cases, the said principal and each, all and every one of said coupons or interest notes, with the interest thereon, shall and by this indenture do immediately become due and payable; at the option of the second party, its assigns or successors, to be at any time hereafter exercised without notice to the said first parties. But the legal holder of this mortgage may, at his option, pay said taxes, assessments or charges for insurance, and any prior or outstanding lien or encumbrance, so due and payable, which the mortgagor or assigns shall neglect or refuse to pay, as herein set forth, and charge them against the said first parties and the amounts so charged, together with interest at the rate of ten per cent per annum, payable as stated in the principal note shall be

The following is endorsed on the original instrument.

For Value Received, We hereby acknowledge full payment of the within mentioned loan and complete satisfaction of the within mortgage, and hereby authorize the same to be discharged of Record.
Recorded May 20 1925
D. C. McElman
Register of Deeds
Assignment See Book 57 Page 577
New York Life Insurance Company
By J. H. Jones, Vice Secretary