

## ASSIGNMENT.

For Value received, we hereby sell, transfer and assign to G. E. Henry, of Lincoln, New Hampshire, the certain Mortgage and the debt thereby secured, made by Richard C. Seele and Elizabeth Seele, his wife to Warren Mortgage Company, of Emporia, Kansas, dated the 2nd day of March, 1920, and recorded in Book 57 of Mortgages, at page 445 of the records of Douglas County, Kansas,

Witness our hand and corporate seal, this 13th day of April, 1920.

(Corp. Seal)

Warren Mortgage Company,  
By Wm. A. Larkin,  
Cashier,

State of Kansas, Lyon County, ss.

On this 13th day of April, 1920, before me, a Notary Public in and for said County, same the Warren Mortgage Company, by Wm. A. Larkin, its Cashier to me personally known to be the Cashier of said Company, and the same person who executed the above Assignment, and duly acknowledged the execution of the same for and in behalf of said Company.

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

Ethel Snoddy,  
Notary Public.

My commission expires January 7, 1920. (L.S.)

Recorded April 17, 1920,  
At 8:30 o'clock A.M.

*Estilo Norchup,*  
Register of Deeds,  
*Turner, Florida*  
Deputy.

## MORTGAGE.

This indenture, Made this 17th day of March in the year of our Lord nineteen hundred and twenty by and between George Borell and Caroline Borell, husband and wife of the County of Ellsworth and State of Kansas, parties of the first part, and The Central Trust Company, party of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of Seventy Five Hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The Northwest Quarter of Section thirty four (34); the West Half of the Northeast Quarter of Section Thirty Four (34) and the Southeast Quarter of the Northeast Quarter of Section Thirty Four (34): Township Thirteen (13), Range Nineteen (19), East of the Sixth Principal Meridian.

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, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part 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 therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Seventy Five Hundred Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of May, 1925, to the order of the said party of the second part with interest thereon at the rate of 5½ per cent per annum, payable semi-annually, on the first days of May and November in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at National Bank of Commerce, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

Second. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof to permit no waste of any kind;

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent., in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

Recorded

April 13, 1920

Estilo Norchup,  
Register of Deeds

*The following is endorsed in the original instrument:  
The amount secured by this mortgage has been paid  
in full and the same is hereby cancelled. This 5th day of April  
1920.  
G. E. Henry, of the County of Lincoln, State  
of New Hampshire, Assignor  
Warren Mortgage Company, of the County of Lyon, State  
of Kansas, Assignee*

*Corp. Seal*

*For assignment see Book 57 Page 504*