

## ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 40, page 161.  
For value received, I hereby sell and assign the within mortgage and the notes therein described, to The Liverty Life Insurance Company, Topeka, Kan.

As witness my hand this 15th day of April 1920.

Wilder S. Metcalf,

State of Kansas, )  
County of Douglas, ss.

Be it remembered, that on this 15th day of April 1920 appeared before me a Notary Public in and for said County and State Wilder S. Metcalf to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution thereof.

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

C. M. Manter,  
Notary Public.

My commission expires Jan. 23, 1924.

(L.S.)

Recorded April 22, 1920.

At 10:10 o'clock A.M.

*Edith Norchub,*  
Register of Deeds,  
*Farm Plaza*  
Deputy.

## MORTGAGE.

This Mortgage, Made this 25th day of March A.D. 1920, by and between Elmer Breckenridge and Carrie Breckenridge, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Davis-Wellcome Mortgage Company, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventeen 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 Southwest quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty one (31), also a strip two rods wide along the west side of the South east quarter (SE $\frac{1}{4}$ ) of Section Thirty One (31), Township Thirteen (13), South of Range Twenty (20), East of the Sixth Principal Meridian, containing Forty One (41) acres, more or less.

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 encumbrances, 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 seventeen hundred Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part, with interest thereon at the rate of six per cent per annum, payable on the 30th days of September and March 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; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of One Thousand Dollars, in insurance companies acceptable to the party of the second part, with policies payable to it in case of loss, to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

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.

ATTEST:

*Edith Norchub,*  
Register of Deeds,  
*Farm Plaza*  
Deputy.

*In Extension See Book MB 70  
See Original in Book 27 Page 240*

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a copy of the foregoing instrument has been recorded in the office of the District Court, on this 15th day of April, 1920, and that the same is duly recorded in Journal 15, 2, at page 11.  
Witness my hand this 15th day of April, 1920.

*John Callahan,*  
Clerk District Court.