any of the conditions of this contract. Said party of the second part may at its option, make any payments necessary to remove any outstanding title, lien or incum-brance on said premises other than herein stated, and sums so paid shall become a part of the principal best and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

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

Elmer Preckenridge. Carrie Freckenridge

State of Kansas, County of Douglas, ss:

State of Kansas, county of Louglas, ss: Be it remembered, that on this 20th day of April. A.D. 1920, before the under-signed, a Notary Public within and for the County and State aforesaid, came Elmer Breckenridge and Carrie Breckenridge, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(L.S.)

My commission expires December 30, 1920.

Recorded April 22, 1920, · At 11:15 of clock A.M.

O. H. Cooper, Notary Public.

489

Estelle Northrup. Register of Deeds, Furne Flora Deputy.

ASST GIMENT.

The following is endorsed on the original instrument recorded in Eook 56, page 283. Know all men by these presents, That Ella Doering Douglas County, in the State of Kansas; the within named mortgagee in consideration of Fifteen Hundred Dollars to me in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Emma H. Rogers, her heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

To have and to hold the same forever, subject, nevertheless, to the conditions therein named.

In witness whereof, the said mortgagee has hereunto set her hand this 23rd day of April 1920. Ella Doering.

Executed in presence of D. Coen Byrn.

State of Kansas,) Douglas County,)ss.

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Be it remembered, that on this 23 day of April A.D. 1920 before me D. Coen Byrn a Notary Public in and for said County and State, came Ella Doering 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.

(L.S.)

My commission expires Dec. 15, 1921.

D. Coen Byrn, Notary Public.

Recorded April 23, 1920, ' At 3:10 o'clock P.M.

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Estate northrup Register of Deeds, Ferne Flore. Deputy.

MORTGAGE.

This indenture, Made this 14 day of February A.D. 1920 between H. J. Ambler and Nellie May Ambler, 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 Sixty Five Hundred 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 soid second party, its heirs, assigns or successors, forever, all of the following-described real estate, situated in the Township of Eudora, County 211 of Douglas State of Kansas, to wit:

The North Half of the Northeast Quarter and the East Sixty Acres of the South Half of the Northeast Quarter of Section Thirty-four, Township Thirtsen South, Range Twenty-one East of the 6th P.M.

To have and to hold the same, with all the appurtenances thereunto belonging, unto the said second party its heirs, assigns or successors, forever; and the said of 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 encumbrnaces, and that they will warrant and defend the same against the lawful dlaims of all persons whomseever.

Provided, always, and these presents are upon this express condition, that whereas, the said first parties are justly indebted unto said Warren Mortgage Company whereas, one said tires parties are desire interood whereat warren wordings company in the principal sum of Sixty Five Hundred 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 decured by a certain promissory note bearing even date herewith payable to said Warren Mortgage Company, or order, with