ASSIGN/ENT.

Know all men by these presents, That H. F. Swallow, party of the first part, in consideration of the sum of Thirty Five Hundred & no/100 Dollars, to him in hand paid by Treasurer of Poard of Board of Trustees of Kansas Yearly meeting of Friends, a Corporate Body, of ..., party of the second part, does hereby sell, assign, transfer and set over unto the said party of the second part, heirs, executors, administrators and assigns, a certain mortgage bearing date the 16th day of February, 1919, made by B. P. Scott, et al and recorded in the office of the Register of Deeds, in and for the County of Douglas and State of Kansas, in book 56 of mortgages, on page 395, on

the 25th day of February, 1919, at 9 o'clock....minutes A.M. With all and singular the premises therein mentioned and described, and the note or obligation therein also mentioned, and all moneys secured thereby. And he hereby appoint the party of the second pirt his attorney irrevocable, to collect, prosecute and discharge said mortgage at...own cost, as fully as he might or could do, and he covenant with the said party of the second part, that there is owing on said note and mortgage, the sum of Thirty Five Hundred & no/100 Dollars, and that he has good right and lawful authority to sell and assign same in manner aforesaid.

In testimony whereof, he has hereunto set his hand and seal this 6th day of July, A.D. 1920. H. F. Swallow. (Seal)

Signed, sealed and delivered in presence of

M. M. Mc Nair N. G. Swallow

State of Minnesota,) County of Cass,)ss.

544

On this 6th day of July 1920, before me. a Notary Public within and for said County, personally appeared H. F. Swallow, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.

My commission expires Dec. 23rd, 1925. (L.S.)

M. M. McNair, Notary Public, Cass County, Minn.

Ectillo Northruk Register of Deeds, June Lloca Deputy.

ł

Sr.

n described h

is endorsed

Teen on the

5

Eull. 5

Shia

Recorded July 16, 1920, At 9:40 o'clock A.M.

MORTGAGE.

This Indenture, Made this 8th day of June 1920 between The Board of Trustees of the United Brethern Church of Lawrence, Douglas County, in the State of Kansas, of P.12 the first part and Susan M. Heaston of Lawrence of Douglas County, in the State of Kansas, of the second part;

Witnesseth, that the said party of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) Dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described real estate, situated in the County of Douglas, and State of Kansas, to wit:

The West 75 feet of Lot number seven (7) and the south 25 feet of the west 75 feet of lot number six (6) in Block number Twelve (12) of Babcocks Enlarged addition in the City of Lawrence Douglas County, Kansas.

To have and to hold the same, Together with all and singular the tenements. hereditaments and appurtenances thereunto belonging, or in anywise appurtaining forever;

ever; . Provided Always, and these presents are upon this express condition, that whereas said parties of First part have this day executed and delivered one certain a for the sum of Fifteen Hundred promissory note to said party of the second part, for the sum of Fifteen Hundred (\$1500.00) Dollars, bearing even date herewith, payable at maturity at Lawrence, Kansas,.....Dollars,

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$2000, with interest thereon at the rate of ... per cent. payable semi-annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of thus mortgage, and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be

entitled to immediate possession of said premises and foreclosure of this mortgage. Now if said Parties of the First Part shall pay or cause to be paid to said party of the second part, his heirs or assigns, 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; and other wise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.