

## ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 40 page 166.

For value received, I hereby sell and assign the within mortgage and the notes therein described, to The Liberty Life Insurance Co

As witness my hand this 29 day of September 1920.

Wilder S. Metcalf.

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

Be it remembered, that on this 29 day of Sept. 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 Sept 29, 1920,  
At 9:50 o'clock A.M.

*Edwin N. Henshaw*  
Register of Deeds,  
*Fernando Flores*  
Deputy.

## MORTGAGE.

This indenture made August 23, 1920, by and between Charles A. McKinney and Rosa K. McKinney, his wife of the County of Douglas State of Kansas, parties of the first part, and the Bankers Life Insurance Company of Nebraska, party of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Three thousand (\$3,000.00) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The West Half of the Northeast quarter of Section Thirty three (33) in Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian, containing in all Eighty (80) acres, according to Government survey.

To have and to hold said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Provided always, and this instrument is executed and delivered upon the following conditions;

First, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Three Thousand (\$3,000.00) Dollars on the first day of October, 1930, with interest thereon, payable semi-annually, from October 1, 1920, according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, and bearing even date herewith.

Second, in consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted shall equal ten per cent on the principal of the debt hereby created and secured.

Third, parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure maintain and deliver to said second party, its successors, or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns, for not less than \$none, loss payable to the second party, its successors or assigns, as their interests may appear; and shall keep the buildings and other improvements in good repair and condition.

Fourth, It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby.

Fifth, It is further agreed that if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the State of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the parties of the

*The following is endorsed on the original instrument:*  
*Insurance Company of Nebraska, its successors or assigns, to have and to hold the above described premises unto the said second party, its successors or assigns, forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.*  
*Witnesseth, That said parties of the first part, in consideration of the sum of Three thousand (\$3,000.00) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to wit:*  
*The West Half of the Northeast quarter of Section Thirty three (33) in Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian, containing in all Eighty (80) acres, according to Government survey.*  
*To have and to hold said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.*  
*Provided always, and this instrument is executed and delivered upon the following conditions;*  
*First, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Three Thousand (\$3,000.00) Dollars on the first day of October, 1930, with interest thereon, payable semi-annually, from October 1, 1920, according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, and bearing even date herewith.*  
*Second, in consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted shall equal ten per cent on the principal of the debt hereby created and secured.*  
*Third, parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure maintain and deliver to said second party, its successors, or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns, for not less than \$none, loss payable to the second party, its successors or assigns, as their interests may appear; and shall keep the buildings and other improvements in good repair and condition.*  
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