

the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes 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 otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage is not paid, when the same is due, or 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, then the whole of said sum or sums, and interest thereon, shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisalment, and with or without receiver, as the legal holder hereof may, recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in 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 incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt 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.

State of Kansas, Johnson County, ss.

Matt Grob,  
Martha A. Grob.

Be it remembered, that on this 22 day of Oct. A.D. 1920, before me, the undersigned a Notary Public, in and for the County and State aforesaid, came Matt Grob and Martha A. Grob his wife, 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 testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Commission expires Dec. 6, 1921. (L.S.)  
Recorded Nov. 10th, 1920,  
At 2:40 o'clock P.M.

C. S. Hambleton,  
Notary Public.

*Estelle Northrup,*  
Register of Deeds,  
June 1921.  
Deputy.

#### LETTERS TESTAMENTARY.

The People of the State of New York,

To all whom these Presents shall come, or may concern, send Greeting:  
Know ye, That at our County of Genesee, on the 12th day of April in the year one thousand nine hundred and twenty Letters Testamentary upon the estate of Delia A. Phillips, deceased, were duly granted by the Surrogate of our County of Genesee, to Frank E. Chaddock and that the same are still valid and in full force.

In testimony whereof, we have caused the seal of office of our said Surrogate to be hereunto affixed. Witness, Newell K. Cone, Esquire, Surrogate of the County of Genesee.

#### ASSIGNMENT.

This indenture, Made this 21st day of October, 1920, between Frank E. Chaddock, as sole executor of the Last will and Testament of Delia A. Phillips, late of the Town of LeRoy, deceased, party of the first part, and Wilder S. Metcalf, of the City of Lawrence, County of Douglas and State of Kansas, party of the second part,

Witnesseth, that the party of the first part, for a good and valuable consideration to him in hand paid by the said party of the second part, has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to the party of the second part, a certain mortgage bearing date the 1st day of July, 1918, made by S. C. Robinson and Hattie M. Robinson, husband and wife, of Palwin, Kansas; H. K. Robinson and Lucy Robinson, husband and wife of Vesta, Nebraska; and John C. Robinson a single and unmarried man, of Vesta, Nebraska to Delia A. Phillips, of LeRoy, New York, to secure the payment of the sum of Six Thousand nine hundred Eighty Dollars (\$6,980.00) and interest thereon from the date thereof recorded in the Clerks office of Douglas County, State of Kansas, in Liber 57 of mortgages, at page 166 on the 30th day of October, 1918, at 12:00 o'clock M., with the note accompanying said mortgage, and therein referred to, and all sums of money due and to grow due thereon. And the party of the first part hereby covenants that there is due on said note and mortgage the sum of Six thousand Nine Hundred Eighty Dollars (\$6,980.00), together with interest thereon from the 1st day of July, 1920.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of

Frank E. Chaddock, (L.S.)  
As executor of the last will and testament of  
Delia A. Phillips, deceased.

State of New York, )  
County of Genesee, ) ss.  
Town of LeRoy, )

On the 21st, day of October, in the year One Thousand nine hundred and twenty before me, the subscriber, personally appeared Frank E. Chaddock, as sole executor of the last Will and Testament of Delia A. Phillips, late of the town of LeRoy, deceased,

Recorded

March 15, 1923

1923

per E. Metcalf

Register of Deeds

Comp. Book

The amount received by the mortgagee has been paid in full and the same is hereby cancelled this day of  
May 12, 1923. 19  
The Central Trust Company