609

## ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 57 page 513. For and in consideration of Thirty two Hundred Dollars, to me in hand paid, the receipt whereof is hereby acknowledged, I, E. P. Scott, the mortgagee within named, do hereby assign and transfer to The Kansas Life Insurance Company of its successors, & assigns, the note by the foregoing mortgage secured, and do hereby assign, transfer and set over unto the said The Kansas Life Insurance Company, its successors & assigns all my right, title and interest to the lands and tenements in said mortgage mentioned and described.

In witness whereof, I have hereunto set my hand, at Lecompton, on this the 11th day of November, A.D. 1920.

Boyd P. Scott.

In presence of

W. H. Eastman.

State of Kansas, Douglass County, ss. Be it remembered, That on this lith day of November 1920, before me, the undersigned a Notary Public in and for said County and State, came <u>B</u>. P. Scott who is personally known to me to be the same person who executed the foregoing assignment of Mortgage, and such person has duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above writeen.

(1.8.)

Term expires Nov. 10, 1923. Recorded Nov. 13, 1920, ' At 10:30 o'clock A.M. Karl M. Kreider,

Notary Public.

Eiter Northrupt Register of Deeds, June Flow. Devuty.

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hro ...

## MORTGAGE.

This indenture, Made this 1st day of November in the year of our Lord one thousand nine hundred twenty (1920), by and between Mabel Parmenter and C. S. Parmenter her husband of the County of Douglas and State of Kansas, parties of the first part, and The Trustees of Baker University party of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Two Thousand Three Hundred Fifty Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, into the said party of the second part, and to his heirs and assigns, forever, all of the following described tract, piece, or parcel of land, lying and situate in PAlmyra Township, County of Douglas and State of Kansas, to wit: Beginning 11 3/100 chs. South of the North West corner of the South West quarter

Beginning 11 3/100 chs. South of the North West corner of the South West quarter of Section 34, Township 14, Range 20, East of the 6th P.M. Thence east 9 6/100 Chs.; Thence North 113/100 chs; Thence East 9 6/100 chs; thence South 24 24/100 chs; thence West 18 12/100 chs; thence North 13 21/100 chs to place of beginning, containing 37 2 acres more or less, including all of Blocks 69 & 76 in Baldwin City.

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 his heirs and assigns, forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomscover.

Provided, Always, and this instrument is made, executed and delivered upon the following conditions, to wit:

following conditions, to wit: First, Said Mabel Parmenter and C. S. Parmenter are justly indebted unto the said party of the second part in the principal sum of Two Thousand Three Hundred Fifty Dollars, lawful money of the United States of America, being for a loan thereof, made by the the said party of the second part to the said Mabel Parmenter and C. S. Parmenter parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real estate note, numbered One, executed and delivered by the said Mabel Parmenter and C. S. Parmenter bearing date November 1st, 1920, and payable to the order of the said The Trustees of Baker University Five years after date, at....with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the 1st days of May and November in each year, and ten per cent. per annum after maturity, the installments of interests being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said The Trustees of Baker University at The Treasurers Office Baker University Baldwin City, Kans.'

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ....per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreelosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof.