

lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of ten per cent. per annum from the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid, and all of which said sum or sums of money and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by ~~the~~ instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is further agreed, that in case of default in the payment of said bond or any part thereof, or any of the sums of money to become due herein specified, according to the tenor and effect of said bond, or in the case of the breach by the said party of the first part, of any of the covenants or agreements herein mentioned by the said first party to be performed, then and in that case, this conveyance shall become absolute, and the party of the second part, its assigns or successors, be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof, and the said bond with interest accrued thereon and all moneys which may have been advanced and paid by the said second party its assigns or successors, with the aforesaid interest thereon, shall, thereupon, each and every one of them, become and be at once due and payable at the option of the legal holder hereof.

In testimony whereof, The said party of the first part have hereunto set their hands and seals on the day and year first above written.

Graeber Bros. By Carl Graeber  
Carl Graeber, Jennie L. Graeber  
G. A. Graeber,  
Mary Pearl Graeber,  
Albert Graeber, Felle Graeber,  
Laura Graeber,

State of Kansas, Douglas County, ss.

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that on this 30th day of September A.D. 1920, personally appeared before me, Graeber Bros, by Carl Graeber, Carl Graeber and Jennie L. Graeber his wife, G. A. Graeber and Mary Pearl Graeber his wife, Albert Graeber and Felle Graeber, his wife, Laura Graeber a single person to me personally known to be the identical persons who executed and whose names are affixed to the foregoing mortgage as grantors and acknowledged the same to be their voluntary act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

F. C. Whipple,  
Notary Public.

Commission expires Jan 27, 1923.. (L.S.)

Recorded Dec. 16, 1920,  
At 11:55 o'clock A.M.

*Estelle Northrup*  
Register of Deeds,  
*Jennie Blair*  
Deputy.

#### ASSIGNMENT.

For value received, the Merchants Loan and Savings Bank of Lawrence, Kansas, hereby sells, transfers and assigns to Hugh Blair of Lawrence, Kansas, all their right title and interest in and to a certain mortgage and the indebtedness secured thereby ~~made and the indebtedness secured thereby~~, made and executed by Paul L. Holmes, a single man, to said Hugh Blair, which said mortgage is dated the 6<sup>th</sup> day of October A. D. 1914, and is recorded in Book 52 of Mortgages, page 399, in the office of the Register of Deeds in Douglas County, Kansas, and was given to secure the sum of \$2500. payable as set forth in said mortgage, and note secured thereby.

And said mortgage was made to cover as security the South west quarter ( $\frac{1}{4}$ ) of the South east quarter ( $\frac{1}{4}$ ) of Section 21 in Township 14 of Range 20, Also beginning at the Southeast corner of the south west quarter ( $\frac{1}{4}$ ) of said Section 21; thence North along the East line of said Quarter section 98  $1\frac{1}{3}$  rods; thence West  $56\frac{1}{2}$  rods; thence North  $62\frac{1}{3}$  rods; thence West 26 rods; thence south 130 rods; thence East  $\frac{1}{2}$  rod; thence South 10 rods; thence east 8 rods; thence south 20 rods; thence east 70 rods to the place of beginning, containing 59 acres, all in Douglas County, Kansas,

And whereas the said Hugh Blair did on the 14<sup>th</sup> day of October A.D. 1914 sell, transfer and assign to the said The Merchants Loan and Savings Bank of Lawrence, Kansas, said mortgage as aforesaid, and which assignment is recorded in Book 51 of Mortgages at page 523 of the records of Douglas County, Kansas. And now the said Hugh Blair has purchased back from the said bank said mortgage, and the note said mortgage was given to secure, executed by the said Paul L. Holmes on the 6<sup>th</sup> day of October 1914, and has now again become the holder thereof.

In witness whereof the said The Merchants Loan and Savings Bank have set its hand and seal this 14<sup>th</sup> day of December. 1920.

Merchants Loan and Savings, Bank,  
By M. Newmark, Pt.

Attest; F. C. Whipple, Cashier,  
(Cor. Seal)

State of Kansas, )  
County of Douglas, ss.

Re it remembered, that on this 14<sup>th</sup> day of December 1920 before me Jennie Watt a Notary Public in and for said county and state, came The Merchants Loan and Savings Bank of Lawrence, Kansas, by M. Newmark, President, and attested by F. C. Whipple, the Cashier of said Bank, both to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Jennie Watt,  
Notary Public.

My commission expires 30<sup>th</sup> March 1924.  
Recorded Dec. 18, 1920,  
At 9:30 o'clock A.M.

*Estelle Northrup*  
Register of Deeds.  
*Jennie Blair*  
Deputy.

Recorded Jan-20-1923

*Paul L. Holmes*

Register of Deeds

(Cupped)

*No following is contained on the original instrument & acknowledgment of assignment in full of the note & mortgage discharge of record. Date of which 1st day of January A.D. 1923*