

ASSIGNMENT OF Mortgage.

For value received, The Maxwell Investment Company, a corporation organized and existing under the laws of the State of Missouri, hereby sells, transfers, conveys and sets over unto Business Men's Assurance Company of America its successors or assigns, a certain mortgage, dated the first day of January 1921, executed by J. E. Montgomery and Sarah A. Montgomery, his wife, given to secure Four Thousand Dollars, and interest thereon, and filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book 62 of Mortgages at Page 51, together with the note and all obligations secured by said mortgage.

In witness whereof, the Maxwell Investment Company has caused these presents to be signed by its President, and its corporate seal to be hereto attached, attested by its Assestant Secretary, this 2d day of March 1921.

Attest: Maxwell Investment Company,  
A. W. Hoover, By J. E. Maxwell,  
Assistant Secretary. (Cor. Seal) President.

State of Missouri, )  
County of Jackson, )ss.

Be it remembered that on this 2d day of March A.D. 1921, before me, a Notary Public, duly qualified for and residing within said County and State, personally appeared J. E. Maxwell to me personally known to be the same person who executed the foregoing instrument and who being by me duly sworn on his oath states that he is the President of Maxwell Investment Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said J. E. Maxwell duly acknowledged that he executed such instrument as the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and notarial seal at my office in Kansas City, Mo.

Mabelle Largent,  
Notary Public in and for Jackson  
County, Missouri.

My commission expires December 22, 1923. (L.S.)

Recorded March 10, 1921,  
At 8:30 o'clock A.M.

*Edmund M. ...*  
Register of Deeds,  
Deputy.

MORTGAGE.

This Indenture, Made this 9th day of March in the year of our Lord one thousand nine hundred twenty one (1921) by and between Alvin F. Baker and Augusta Baker his wife 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 Three Thousand 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, unto 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.....County of Douglas and State of Kansas, towit:

Beginning twenty (20) rods west of the northeast corner of the northwest quarter ( $\frac{1}{4}$ ) of Section ten (10) Township fifteen (15) range twenty (20); thence West  $27\frac{1}{2}$  rods; south 65 rods; thence west 11 rods; thence south 15 rods thence east 41 rods; thence north 80 rods to beginning, containing 15 acres more or less; also  
The southeast quarter ( $\frac{1}{4}$ ) of the northwest quarter ( $\frac{1}{4}$ ) of Section Ten (10) Township fifteen (15) Range twenty (20) containing forty (40) acres more or less.

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 are 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 whomsoever,

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

First. Said Alvin F. Baker and Augusta Baker his wife are justly indebted unto the said party of the second part in the principal sum of three thousand Dollars, lawful money of the United States of America; being for a loan thereof, made by the said party of the second part to the said Alvin F. Baker and Augusta Baker his wife and payable according to the tenor and effect of one certain First Mortgage Real estate Note, numbered 10 executed and delivered by the said Alvin F. Baker and Augusta Baker his wife, bearing date March 9th, 1921, and payable to the order of the said The Trustees of Baker University on April 1, 1926 after date, at the office of the Treasurer of Baker University Baldwin City, Kans. with interest thereon from date until maturity at the rate of 7 per cent. per annum, payable semi-annually, on the 1st days of October and April in each year, and 10 per cent. per annum after maturity, the installments of interest being further evidenced by ten coupons attached

*For release see Book 165 Page 165*