

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 appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder 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 day and year first above written.

Jefferson D. Martin,  
J. Ella Martin,

State of Kansas, Douglas County, ss.

Be it remembered, that on this 1st day of June A.D. 1921, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jefferson D. Martin and J. Ella Martin, husband and wife his wife, who are personally known to me to be the same persons who executed the with 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 Jan. 18, 1922.

(L.S.)

Geo. L. Kresack,  
Notary Public.

Recorded June 2, 1921,  
At 11:25 o'clock A.M.

*E. Allen Northrup*  
Register of Deeds,  
*June 2, 1921*  
Deputy.

#### ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 53 page 118.

For and in consideration of Six hundred fifty Dollars to it in hand paid, the receipt of which is hereby acknowledged, Watkins Natl Bank the mortgagee within named, does hereby assign and transfer to Ada R. Walton or her assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said ...all its right, title and interest to the lands and tenements in said mortgage mentioned and described.

In witness whereof, I have hereunto set my hand and seal at Lawrence in the County of Douglas and State of Kansas this 8 day of May A.D. 1917.

Watkins National Bank,  
By C. H. Tucker, Cash.

(Cor. Seal)  
Signed, sealed and delivered in presence of

State of Kansas, )  
Douglas County, )ss.

Be it remembered, that on this 8th day of May A.D. 1917 before me A. F. Flinn a Notary Public in and for said County and State, came Watkins Natl Bank by C. H. Tucker Cash. to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

My commission expires April 19, 1919.

(L.S.)

A. F. Flinn,  
Notary Public.

Recorded June 3, 1921,  
At 4:50 O'clock P.M.

*E. Allen Northrup*  
Register of Deeds,  
*June 3, 1921*  
Deputy.

#### MORTGAGE.

Know all men by these presents, that Charles O. Stoddard and Sarah A. Stoddard, his wife, of the County of Douglas and State of Kansas, for and in consideration of the sum of Twenty two Hundred Dollars, in hand paid by The Aetna Building and Loan Association, of Topeka, Kansas, do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors, the following described premises, situated in the County of Douglas and the State of Kansas, to wit:

The south sixty (60) feet of Lot Nine (9), Block Eleven (11), in Babcock's enlarged addition to the city of Lawrence, Douglas County, Kansas.

The following is endorsed on the original instrument.  
Know all men by these presents, that The Aetna Building and Loan Association of Topeka, Kansas, the mortgagee within named, does hereby assign and transfer to Ada R. Walton or her assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said ...all its right, title and interest to the lands and tenements in said mortgage mentioned and described.

Recorded May 2<sup>nd</sup> 1922  
Lawrence, Mo. 11-1-21-1921