

ASSIGNMENT.

The following is attached to the original instrument recorded in book 56 page 267.

Know all men by these presents, That W. E. Emick, Douglas County, in the state of Kansas, the within named assignee in consideration of One Dollar and other valuable consideration to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Hattie N. Caldwell his heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

To have and to hold the same forever, subject, nevertheless, to the conditions therein named.

In witness whereof, the said assignee has hereunto set his hand this 20th day of May 1919.

W. E. Emick,

State of Kansas, #
Douglas County, # ss.

Be it remembered, that on this 20th day of May 1919, before me, F.B. Dodds a Notary Public, in and for said County and State, came W. E. Emick, to me personally known to be the 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.

F. B. Dodds,
Notary Public.

My commission expires Jan'y 23rd, 1921. (L.S.)

Recorded June 7, 1921,
At 2:00 o'clock P.M.

Estlin Thorpe
Register of Deeds,
June 1921
Deputy.

MORTGAGE.

This mortgage, made the 18th day of May A.D. 1921, between John D. Wynn and Delphia A. Wynn, his wife, of the County of Douglas, and State of Kansas, parties of the first part, and The Prudential Insurance Company of America, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jersey, party of the second part,

Witnesseth; that whereas the said parties of the first part are justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of Six Thousand Dollars, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 25th day of May A.D. 1926, being principal note, which note bears interest from May 25, 1921 at the rate of six per cent. per annum, payable semi-annually.

Said note is executed by the said parties of the first part, and both principal and interest, after maturity at the rate of ten (10) per cent. per annum, payable annually, until paid, and is made payable to the order of said The Prudential Insurance Company of America, at its office in the City of Newark, New Jersey.

Now, therefore, this Indenture Witnesseth; that the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of Douglas, and State of Kansas, to wit:

The East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twelve (12), Township Thirteen (13), South of Range Nineteen (19), East of the Sixth Principal Meridian, except Two (2) Acres in a square form in the Northwest corner thereof, containing Seventy Eight (78) Acres, more or less.

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured, in some solvent incorporated insurance company approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy of insurance payable to the party of the second part herein, or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then

The following is returned on the original instrument:
 It is recorded in this mortgage has been paid in full, and the
 same is hereby cancelled this _____ day.
 June 1921
 By *John D. Wynn* and *Delphia A. Wynn*
 Parties of the first part
 Attest: *Estlin Thorpe*
 Register of Deeds
 June 1921
 Recorded June 19 " 1921 (cont)
 Book 56, Page 365
W. E. Emick
 Assignor
 Hattie N. Caldwell
 Assignee

The following is returned on the original instrument:
 The debt secured by this mortgage has been paid in full
 and the same is hereby cancelled and released this
 4th day of June 1921
 Attest: *Estlin Thorpe*
 Register of Deeds
 June 1921
 Recorded June 5 " 1921
 Book 62, Page 365
John D. Wynn
 Assignor
 Hattie N. Caldwell
 Assignee