

In witness whereof I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

My commission expires January 13, 1924.
Recorded Oct. 3, 1921,
At 10:30 o'clock A.M.

(L.S.)

John C. Emick,
Notary Public.

Edwin D. Brooks
Register of Deeds,
Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 57 page 51.
For value received, I hereby assign and transfer the within mortgage, together with the note thereby secured, to Henry McConnell without recourse.

State of Kansas,)
County of Douglas,) ss.

F. M. Perkins,

On this 20th day of February, 1918, before me, a Notary Public within and for said County and State, came F. M. Perkins to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution of the same, for the uses and purposes therein named.

In witness whereof, I have hereunto subscribed my name and affixed my official seal at Lawrence Kas the day and year last above written.
My commission expires August 24th 1921.

Recorded Oct. 4, 1921,
At 11:30 o'clock A.M.

(L.S.)

William G. Brooks,
Notary Public.

Edwin D. Brooks
Register of Deeds,
Deputy.

MORTGAGE.

This Mortgage, made this 1st day of October, in the year of Our Lord One Thousand Nine Hundred Twenty One by and between Lola B. Brown, a single person, of the County of Douglas and State of Kansas party of the first part, and Marshall A. Barber party of the second part.

Witnesseth; that said party of the first part, for and in consideration of the sum of Nineteen Hundred Twenty Six (1926) and no/100 Dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to wit:

All of the North Fifty (50), feet of Lot Nine (9), and the North Fifty (50) feet of Lot Four (4) all in Block Nine (9) in Ord Addition to the City of Lawrence, in said Douglas County, State of Kansas.

This mortgage is given to secure part of the purchase price of the above-described property.

To have and to hold the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to wit:

Whereas, the said party of the first part has this day made, executed and delivered to the said party of the second part her promissory note of even date herewith, by which she promises to pay to the said Marshall A. Barber, or order, for value received Nineteen Hundred Twenty Six and no/100 Dollars, due on or before Oct. 1, 1926 with interest from date to maturity at the rate of six per cent per annum, payable semi-annually as evidenced by a promissory note in words and figures as follows;

\$1926.00

Lawrence, Kansas, October 1st, 1921.

On or before five years after date I promise to pay to Marshall A. Barber or order Nineteen Hundred Twenty Six and no/100 Dollars at office of Jacob G. Wine Kansas City, Mo. for value received, with interest thereon at six per cent per annum from date until paid interest payable semiannually.

Privilege if given to pay \$50 or any multiple thereof at any time.

(Rev. Stamp)

(Copy)

Lola B. Brown

Now if the said Lola B. Brown shall will and truly pay or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, of any interest thereon, be not paid when the same becomes due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said party of the first part, her heirs and assigns, and all persons claiming under her, at which sale, appraisal of said property is hereby waived by said party of the first part, and all benefits of the Homestead, Exemption and

1926 9p April 15th 1926

Received of Lola B. Brown the sum of Nineteen Hundred Twenty Six and no/100 Dollars, in full satisfaction of the within Mortgage. Marshall A. Barber.

Recorded July 21 1926
Jas E. Wellman
Register of Deeds