For assignment see Book 62 Page 287

Recorded March 15 1923

Geo. E. Wearnan
Register of Deeds

(THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT)

$1000.00 Maturity

Received of George H. Westcott and Della Westcott the within named Mortgagors, the sum of One thousand & 00/100 Dollars, in full satisfaction of the within Mortgage. The Kittelman Loan Co.

Cancelled

ASSIGNMENT.

The following is endorsed on the original instrument recorded in book53 page 429.

For Value Received, I hereby assign and transfer the within mortgage, together with the note thereby secured, to W.E.Spalding.

James Woolf

State of Kansas } ss
County of Douglas }

On this 5 day of March 1921, before me, a Notary Public within and for said County and State, came James Woolf to me personally known to be the same persons 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, Kans the day and year last above written

(L.S.)

My Commission expires Jan 31- 1924

F. Henry Perkins
Notary Public

Recorded Jan 21, 1922,
At 4 oclock P.M.

Estelle Porthrup
Register of Deeds

MORTGAGE.

Know all men by these presents:

That George H. Westcott and Della Westcott, (his wife), of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to Maxwell Investment Company, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to wit:

The Southeast quarter (SE¼), Section Number Twenty two (22), Township Number Twelve (12), South, Range Number Nineteen (19), East, containing one hundred sixty acres, more or less, together with all the improvements thereon and the appurtenances thereunto belonging.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to Maxwell Investment Company, its successors and assigns, the payment of the sum of Seven Thousand Dollars with interest thereon, according to the terms of one certain promissory note executed and delivered by the first party to the second party due and payable according to the terms thereof, with interest payable annually, according to the terms of interest coupons thereto attached, all of said notes being of even date herewith, payable at the Guaranty Trust Company of Kansas City, Kansas City, Missouri, and each bearing interest at the rate of ten per cent perannum after maturity until paid.

The first party hereby covenants and agrees;

That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they and their heirs, executors and administrators will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands;

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable;

To neither commit nor suffer waste;

To pay all taxes and assessments levied uponsaid real estate, or upon the lien hereby created, by virtue of any law of the State of Kansas, to whomever, assessed, before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of.....Dollars, for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and

Upon failure to comply with either of these conditions, convenants and agreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per cent annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party, its successors and assigns, all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural, or other leases on said real estate, and directs any lessee on demand, to pay the said second party, its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; provided that so long as no default be made in the payment of the principal debt hereby secured, or the interest due thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, the first party, their heirs or assigns, shall retain possession of the premises hereby conveyed, and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage;

That the second party, its successors and assigns, shall be subrogated for further security to the lien, though released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage;

That in case the second party, its successors or assigns, shall hereafter appear in any of the land departments of the United States Government, or in any court or tribunal whatever, to defend the title or possession of the mortgaged real estate or the lien thereon, or appear in any court to prove the mortgage debt, all the costs and expenses of such appearance shall be allowed the second party, its successors or assigns, and such costs and expenses shall bear ten per cent interest from the date of the payment by said second party, its successors or assigns, and shall be an additional lien upon the mortgaged real estate, concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured.