

to the place of contract or of payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Dated this second day of January 1922.

Witnesses:

Eleanore Hackney,  
Eleanore Hackney,

George H. Wescott,  
Della Westcott,

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

Before me, F. C. Whipple, a Notary Public, in and for said County and State, on this 21st day of January 1922, personally appeared George H. Wescott and Della Westcott, his wife, to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged execution of the same.

My commission expires Jan. 27, 1923.

Witness my hand and notarial seal the day and year above set forth.

Recorded Jan. 23, 1922,  
At 4:10 o'clock P.M.

(L.S.)

F. C. Whipple,  
Notary Public in and for  
Douglas County, Kansas.

*Edith Norchup*  
Register of Deeds,  
*Gene Buckner*  
Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 56 page 38.

Know all men by these presents, that Carl W. McKeen, adm. Estate of Anna M. Armstrong of Lawrence in the County of Douglas and State of Kansas, the within named mortgagee, in consideration of the sum of Seven thousand Dollars, to... in hand duly paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and convey unto S.A. Wood Guardian of the Estate of Leland C. Armstrong (minor) of Lawrence in the State of Kansas, heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and the covenants therein contained: To have and to hold the same forever; subject, nevertheless, to the conditions therein contained.

In witness whereof, the said mortgagee has hereunto set his hand, this 5th day of Aug. 1921.

Executed in presence of

Carl W. McKeen, Adm.  
Estate Anna M. Armstrong, deceased.

State of Kansas, Douglas County, ss.

Be it remembered, That on this 5 day of August A.D. 1921, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Carl W. McKeen, Adm. Estate of Anna M. Armstrong, deceased, to me personally known to be the same person who executed the foregoing instrument of writing, and such person duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal, on the day and year last above written.

My commission expires March 21, 1925. (L.S.)

Corydon E. Lindley,  
Notary Public.

Recorded Jan. 23, 1922.  
At 4:00 o'clock P.M.

*Edith Norchup*  
Register of Deeds,  
*Gene Buckner*  
Deputy.

MORTGAGE.

This indenture, Made this 31st day of December in the year of our Lord one thousand nine hundred and twenty one by and between George L. Glenn and Mrs. Viva H. Glenn (his wife) of the County of Douglas and State of Kansas, parties of the first part, and The State Savings Bank, Topeka, Kansas, a Corporation, party of the second part;

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Seven Hundred 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 said party of the second part, and to its successors and assigns, forever, all of the following-described real estate, lying and situated in Leecompton township County of Douglas and State of Kansas, to wit:

The North seven eighths (7/8) of the West one half of the fractional Northeast quarter of section five (5), township twelve (12), range eighteen (18), less the East five (5) acres of the above described tract, and containing sixty three acres.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and all rights of homestead exemption and very contingent right or estate therein, unto the said party of the second part, and to its successors 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, its successors and assigns, forever, against the lawful claims of all persons whomsoever; the intention being to convey an absolute title in fee to said premises.

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

*This party is indebted on original instrument.  
The amount loaned by the Mortgagee has been paid in full, and the same is hereby cancelled. This 21st day of September 1921.  
Gene Buckner, Notary Public, Kansas.*