

Now, if the payments are made as provided and all covenants and agreements fulfilled this mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part or either or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereon, under direction of the Court, and any amount so collected by such Receiver shall be applied under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

Dated this second day of January 1922.

Witnesses.

Charles W. Terrell,  
Verna Allis Terrell,  
Ralph C. Terrell,

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

Before me, a Notary Public, in and for said County and State, on this 22<sup>nd</sup> day of January 1922, appeared Charles W. Terrell and Verna Allis Terrell, his wife, and Ralph C. Terrell, single and unmarried, to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same. And the said Ralph C. Terrell further declared himself to be single and unmarried.

My commission expires Feb. 18, 1922.

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

August H. Fiehler,  
Notary Public in and for Douglas  
County, Kansas.

(L.S.)

Recorded Feb. 9, 1922,  
At 2:35 o'clock P.M.

*E. J. Northrup*  
Register of Deeds,  
*Jerre Buckner*  
Deputy.

#### ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 59 page 377.

For and in consideration of Ten thousand Dollars to him in hand paid, the receipt of which is hereby acknowledged, John Jenson the mortgagee within named, does hereby assign and transfer to The Lawrence Natl Bank of Lawrence Kas or their assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said Lawrence Natl Bank all his right, title and interest to the lands and tenements in said mortgage mentioned and described.

In witness whereof, I have hereunto set hand and seal at Lawrence in the County of Douglas and State of Kansas this 6 day of February A.D. 1922.

Signed, sealed and delivered in presence of

John Jenson, (Seal)

State of Kansas, )  
Douglas County, ) ss.

Be it remembered, that on this 6 day of Feb. A.D. 1922 before me Geo W. Kuhne a Notary Public in and for said County and State, came John Jenson who is personally known to me to be the same person who executed the within instrument of writing, and such person 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 Jan. 25, 1926.

(L.S.)

Geo. W. Kuhne,  
Notary Public.

Recorded Feb. 9, 1922,  
At 4:55 o'clock P.M.

*E. J. Northrup*  
Register of Deeds,  
*Jerre Buckner*  
Deputy.

#### ASSIGNMENT.

For value received, the Maxwell Investment Company, a corporation organized and existing under the laws of the State of Missouri, hereby sells, transfers, conveys and sets over unto Littleton Savings Bank, its successors or assigns, a certain Mortgage, dated the 2nd day of January 1922 executed by George H. Westcott and Della Westcott, his wife, given to secure Seven Thousand Dollars, and interest thereon, and filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book 62 of Mortgages at Page 263, together with the note and all obligations secured by said mortgage.

In witness whereof, the Maxwell Investment Company has caused these presents to be signed by its President, and its corporate seal to be hereto attached, attested by its Assistant Secretary, this 30th day of January 1922.

Maxwell Investment Company,  
By J. E. Maxwell,  
President.

Attest: A. W. Hoover,

Assistant Secretary.

(Cor. Seal)