

ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 60 page 185.
 Know all men by these presents, that The Citizens State Bank, of Lawrence Douglas County, in the State of Kansas, the within-named mortgagee in consideration of Five Thousand and no/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Jno. F. Eubank 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 mortgagee have hereunto set their hand this 20th day of Oct. 1921.

Executed in presence of

The Citizens State Bank,
 A. F. McClanahan,
 Active Vice Pres.

(Corp. Seal)

State of Kansas,)
 Douglas County,) ss.

Be it remembered, that on this 20th day of October 1921 before me, C. P. Holmes a Notary Public in and for said County and State, came A. F. McClanahan, Active Vice-Pres. of the Citizens State Bank, Lawrence, Ks. to me personally known to be the same 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.

My commission expires April 20, 1924.

(L.S.)

C. P. Holmes,
 Notary Public.

Recorded May 1, 1922,
 At 4:30 o'clock P.M.

Edwin Rodden *Duffee*
 Register of Deeds,
Lynn Backus
 deputy.

MORTGAGE.

This indenture, made this 1st day of April in the year of our Lord one thousand nine hundred twenty two, between George L. Claar and Anna M. Claar, his wife, in the County of Douglas and State of Kansas, of the first part, and Harvey L. Goff, of the second part,

Witnesseth, that the said parties of the first part, in consideration of the sum of Two Thousand Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The northwest quarter of section Six (6), Township Twelve (12), Range Eighteen (18), excepting a tract of land beginning at the Northeast corner thereof, thence south Twenty Eight and One Half (28 1/2) rods, thence West eighty four (84) Rods, thence North Twenty Eight and one half (28 1/2) Rods, thence East eighty Four (84) rods to place of beginning; also, the west half of the southwest fractional Quarter of Section Thirty one (31) Township Eleven (11), Range Eighteen (18); all east of the Sixth Principal Meridian and containing, in the aggregate, One Hundred Eighty Three (183) acres, more or less.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. 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 encumbrances, except one mortgage of \$5000.00 and one mortgage of \$250.00 to the Pioneer Mortgage Company, to which this mortgage is subject, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars, according to the terms of One certain promissory note this day executed by the said George L. Claar and Anna M. Claar, his wife, to the party of the second part; said note being given for the sum of Two Thousand Dollars, dated April 1st, 1922, due and payable in five (5) years from date hereof with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Dollars in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the party of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part ~~of the party of the second part~~ for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law--

For Assignment see Book 65 Page 92

For Assignment see Book 67 Page 242