

ASSIGNMENT.
The following is endorsed on the original instrument recorded in book 53 page 400.
For value received, I hereby assign and transfer the within mortgage, together with the note thereby secured, to Fred W. Weaver without recourse.

State of Kansas,)
County of Douglas, ss.
On this 31st day of October 1927 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.

F. M. Perkins,

Recorded May 9, 1922,
At 8:20 o'clock A.M.

(L.S.) William G. Frooks,
Notary Public.
E. Allen Duffee, Register of Deeds,
L. E. Buckner, Deputy.

DEED OF TRUST.

This deed, made this Twenty-ninth day of April Nineteen hundred and twenty two, by and between Jas. F. Cornman and Anthony E. Cornman, his wife, of the City of St. Louis and State of Missouri, hereinafter called the party of the first part, and W. E. Everson of the City of St. Louis and State of Missouri, hereinafter called the party of the Second part, and the Everson Co-Operative Savings and Investment Company of the City of St. Louis and State of Missouri, hereinafter called the party of the Third Part, WITNESSETH: That the said party of the first part, in consideration of the debt and trust hereinafter described and created, and of the sum of One Dollar to said party of the First Part in hand paid by said party of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and does by these presents, Grant, Bargain and Sell, convey and confirm, unto the said party of the Second Part, forever, all of the following described real estate, situate, lying and being in the County of Douglas State of Kansas, and known and described as follows, to wit:

One lot Number Ninty nine (99) fronting on Lincoln Street in the City of Baldwin City, Douglas County, Kansas.

To have and to Hold the Same, with the appurtenances, to the said party of the Second Part, and to his successor or successors in this trust forever, and to his successor or successors in this trust forever, and possession of said premises is now delivered unto the said party of the second part, IN TRUST, however, for the following purpose: WHEREAS, the said Jas. F. Cornman and Anthony E. Cornman, (his wife) party of the first part, being justly indebted to the party of the Third Part in the sum of Two hundred dollars (\$200.00) and has executed and delivered to the party of the Third Part One negotiable promissory note of even date herewith, drawn to the order of said party of the Third Part, and payable at the Office Of the Everson Co-operative Saving & Investment Company. as follows, to wit: The sum of two hundred dollars together with interest due one year after date with interest at six per cent-(6%). Interest payable semi-annually. It having been agreed between the parties hereto, that when one of the said notes, whether of interest or principal, after having become due and payable, should remain unpaid, then all of said notes shall, at the option of the holder thereof, become due and payable at once, whether due on their face or not, to secure the payment of which said notes the party of the first part has executed this Deed of Trust, and has also agreed with said Third Party, endorsees and assigns, to cause all taxes and assessments, general and special, to be paid whenever imposed upon said property, and within the times required by law; and also to keep the improvements upon said premises constantly and satisfactorily insured, until said notes are all paid, against fire, lightning and gasoline, in the sum of.....Dollars and against windstorms, tornadoes and cyclones, in the sum ofDollars, and the policy or policies therefor to keep constantly assigned unto the said party of the Second Part, for further securing the payment of said notes, and the same apply towards the payment of said notes, unless otherwise paid, when same become due as aforesaid. And the said party of the First Part hereby guarantee to the said party of the Third Part, that the said property herein described is free and clear of mechanics' liens; and said party of the first part further agrees that, in case any liens should hereafter be filed against said property, after the execution of this Trust, then, and in that case, said liens so filed shall have the same force and effect as if any one of said notes, hereinbefore described, shall have become due and payable, and all the covenants and agreements herein provided shall be in full force and effect, and carried out as if said notes be actually due and payable. It shall be the privilege of said party of the Third Part and assigns, in case of default on the part of the said party of the First Part or legal representatives or assigns to promptly pay all taxes, effect insurance and remove mechanics' liens, as above herein provided, to pay such taxes, insurance and mechanics' liens and in the event of the said party of the Third Part, assigns or legal representatives, of the party of the second part, or his successors in trust, shall expend any money to protect the title or possession of said premises, or for such taxes or insurance, or satisfaction of mechanic's liens as aforesaid, then all such money so expended as well as a fee not exceeding Twenty five Dollars for record examination necessary to ascertain such default, shall be a new and additional principal sum of money secured by this instrument, and shall be payable on demand, and may be collected with interest thereon at the rate of eight per centum per annum, from the time of so expending the same.

Now, therefore, if the said party of the first part, or legal representatives or assigns, shall well and truly pay, or cause to be paid, unto the holders thereof, respectively, all and singular the said promissory notes above mentioned, at maturity thereof,