

ASSIGNMENT OF REAL ESTATE MORTGAGE.

For Value Received, I hereby sell, transfer and assign to Hugh Blair of Lawrence Kans., all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Edward Bumgardner to Daniel Heffner, which mortgage is recorded in Book 45 of Mortgages, Page 384, in the office of the Register of Deeds in Douglas County Kansas, and which Mortgage was assigned by said Daniel Heffner to O.H. McQuary Jr. on 29th May 1911, and by said O.H. McQuary Jr. to Hugh Blair on the 3rd Day of June 1911 and by the said Hugh Blair to Frances M. Elliott on the 19th June 1911.

In Witness Whereof, I have set my hand this 18th day of April 1919.

Frances M. Elliott.

State of Kansas)
) ss
County of Douglas)

Be It Remembered, That on this 18th day of April 1919, before me, a Notary Public in and for said County and State, came Frances M. Elliott to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires 30th March 1920

(L.S.) Jennie Watt
Notary Public

Recorded August 15th 1922
At 1:55 p.m.

Estelle Northrup Duffee.
Register of Deeds

E. Babbitt
Deputy.

MORTGAGE.

This Indenture, Made this 5th day of July in the year of our Lord one thousand nine hundred and twenty 22, between Frank Van Tries and Martha E. Van Tries, his wife of Palmyra Twp., in the County of Douglas and State of Kansas of the first part, and The Welleville Bank party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$5,625.00.... Fifty Six Hundred Twenty Five & No/100..... 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 its 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 East One Half of the North East Quarter and the East One Half of the South East Quarter of Section Thirteen (13), Township Fifteen (15), Range Twenty (20), containing One Hundred Sixty acres more or less.

with the appurtenances, and all the estate, titles and interest of the said party 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 Excepting one mortgage for \$3,000.00 given to the Peoples State Bank, Lawrence, Kansas, and one certain mortgage for the amount of \$1,900.00 given to D.J. Rader.

THIS GRANT Is intended as a Mortgage to secure the payment of the sum of \$5,625.00.... Fifty SIX Hundred Twenty five & No/100..... DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the.....day of.....19....., to the order of said second part or their assigns.

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder, hereof; and it shall be lawful for the said party of the second part, their executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said first parties or their heirs and assigns.

Recorded March 6th 1924
Joa. Ed. Clemons
Register of Deeds

The following is endorsed on original instrument:
No Within Mortgage Having been paid in full it is hereby
cancelled 23rd Feb 1924
and of February 17th 24
Welleville Bank
By: A. D. Mott
President

Goep. A. E. D. Tol.
Deal. R. E. D. C. Rader