

For Assignment See Book 65 Page 90

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Chicago in the County of Cook and State of Illinois this 4th day of November A.D.1922:  
Signed, sealed and delivered in presence of

Julia F. Nicholson (SEAL)

Be it Remembered, That on this 4 day of November A.D. 1922 before me William F. Meyer, a Notary Public in and for said County and State, came Julia F. Nicholson 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 Oct 8 1923:  
Recorded Nov., 11th 1922:  
At 11:56 O'CLOCK A.M.

Wm. F. Meyer  
(L.S.) Notary Public

*Estelle Northrup Duffie*  
Register of Deeds.

E. Babbitt  
Deputy.

I, Mary Ellen Simmons, Clerk of the District Court, Douglas County Kan., do hereby certify that the records of the proceedings of the case herein recorded was made by said District Court on the 13 day of Feb 1911 and that the same is duly recorded in Journal I at page 314. Witness my hand this 11 day of Feb 1911.

Mary Ellen Simmons, Clerk of District Court

This Indenture, Made this 2nd day of November A.D., 1922 between Chas. F. Brown and Mary Etta Brown, his wife of the County of Douglas and State of Kansas part of the first ~~part~~ part, and THE FARMERS' & BANKERS' INSURANCE COMPANY, of Wichita, Kansas, party of the second part

AND part  
WITNESSETH, That the said parties of the first part, for and in consideration of the  
sum of Two Thousand Five Hundred and No/100.....DOLLARS in hand paid by said  
party of the second part the receipt whereof is hereby acknowledged have sold, and by  
these presents do grant, convey and confirm, unto the said party of the second part, its  
successors and assigns forever, all of the following described real estate, lying and  
situated in the County of Douglas, and State of Kansas, to-wit:

The West one-half (½) of the North-West Quarter (NW¼) of Section Eight (8), Town Twelve (12), Range Eighteen (18), located in Douglas County, Kansas, with appurtenances, and all the estate, title and interest of the said parties of the first part herein. 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 of a good and indefeasible estate of inheritance therein, and clear of all encumbrances.

PROVIDED ALWAYS, And these presents are upon these express conditions: That if the said parties of the first part their heirs and assigns, shall well and truly pay, or cause to be paid to the said party of the second part its successors and assigns, the sum of Two Thousand Five Hundred and No/100,.....DOLLARS with interest thereon at the time and in the manner specified in one certain promissory note, bearing date November 2nd, A.D. 1922, executed by the parties of the first part, payable to the order of THE FARMERS & BANKERS LIFE INSURANCE COMPANY, at its office in Wichita, Kansas, in amount and due as follows:

\$2500.00 dated November 2nd, 1922, due November 2nd, 1929, with interest from date at the rate of 6% per annum, payable semi-annually, May 2nd and November 2nd in each year, with ten per cent interest per annum after due until paid, according to the true intent and meaning thereof, then in that case these presents and everything herein expressed shall be absolutely null and void: But on default in payment of any part of the principal or interest of anyone of said notes at maturity, or upon the failure to pay insurance premiums or taxes falling due, or any lawful assessment upon said premises when the same shall become due and payable, each and all of the several accounts herein secured shall immediately become due and payable, if the holder of said note so elects, notice of such election being expressly waived, and this instrument shall be subject to foreclosure according to law. It is also agreed that the Mortgagors or their grantee shall furnish insurance policies in the sum of at least \$3750 fire and \$3750 tornado with usual mortgage loss clause attached; payable to second party or its assigns, and if said insurance is not at all times furnished, second party or its assigns, may procure the same, or if taxes are in default second party, or its assigns, may pay the same, and this mortgage shall stand as security for all sums paid for insurance or taxes, with ten per cent interest thereon. In case of foreclosure and sale the parties of the first part hereby waive the right of appraisal of the premises;

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written;