

## ASSIGNMENT OF REAL ESTATE MORTGAGE.

For value received, I hereby sell, transfer and assign to Robert Ridley of Lawrence, Ks., all my title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Clarence E. Stewart and wife to me Hugh Blair, which mortgage is recorded in Book 60 of Mortgages, Page 245, in the office of the Register of Deeds in Douglas County, Kansas. This assignment is made without recourse.

In Witness Whereof, I have set my hand this 27<sup>th</sup> day of January 1922.

Hugh Blair.

STATE OF KANSAS, )  
County of Douglas ) SS

Be It Remembered, That on this 27<sup>th</sup> day of January 1922, before me, a Notary Public in and for said County and State, came Hugh Blair 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.

(L.S.)

Jennie Watt  
Notary Public

My commission expires 30<sup>th</sup> March 1924.

Recorded Dec., 13<sup>th</sup> 1922.

At 3:15 o'clock P.M.

*Edith Duff*  
Register of Deeds  
*E. Babbitt*  
Deputy.

## MORTGAGE.

This Indenture, Made this 12<sup>th</sup> day of December in the year of our Lord nineteen hundred and Twenty Two by and between Jane Fitzpatrick, a widow; G.K. Fitzpatrick and Margaret Fitzpatrick, his wife; of the County of Douglas and State of Kansas, parties of the first part and THE CENTRAL TRUST COMPANY, ~~XXXXX~~ party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Three Thousand ..... DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY UNTO THE SAID PARTY OF THE second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The Northwest Quarter of section Twenty-one (21); the Southwest Quarter of Section Twenty-one (21); the Southeast Quarter of Section Twenty-one (21); the Southwest Quarter of Section Twenty-two (22); All in township Twelve (12), Range Eighteen (18); East of the Sixth Principal Meridian, except One (1) acre in the Southeast Quarter of said Section Twenty-one (21) used for school purposes.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. 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 incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of Twenty Three Thousand ..... DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of January, 1930, to the order of the said party of the second part with interest thereon at the rate of 6 per cent per annum, payable semi-annually, on the first days of January and July in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at NATIONAL BANK OF COMMERCE, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of TEN THOUSAND ..... DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance, hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure property if

The following is endorsed on the original instrument:

The mortgage was paid in full, and this

assignment is hereby cancelled.

2nd

of October 1922

Recorded

Dec 13 1922

at Lawrence, Kansas

Notary Public

for Douglas County

State of Kansas

1922

Oct 6

1922

Recorded

Dec 13 1922

at Lawrence, Kansas

Notary Public

for Douglas County

State of Kansas

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