

ASSIGNMENT

As additional and collateral security for the payment of our \$1500.00 note to The Kansas City Joint Stock Land Bank, dated, *For this Assignment see Deed Book 106 Page 237*

MORTGAGE.

This Indenture, Made this 24th day of October, 1922 between Sarah E. Wade and Daniel L. Wade, her husband of Douglas County, in the State of Kansas, of the first part, and L.M. Lindley ofCounty, in the State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Nine Hundred and eighty and 33/100.....DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:-

The North half (1/2) of the South East Quarter (1/4) of Section Number Four (4), Township Fourteen (14), Range Twenty-one (21), county and state aforesaid. Containing eighty acres more or less:

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appurtenant forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Sarah E. Wade and Daniel L. Wade have this day executed and delivered one certain promissory note to said party of the second part, for the sum of Nine Hundred and Eighty-five and 33/100.....DOLLARS, bearing even date herewith, and second

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$1500.00 with interest thereon at the rate of 6 1/2 & 7 per cent. payable semi-annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid.

Appraisement waived at option of mortgagee.

Now if said Sarah E. Wade and Daniel L. Wade shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and other wise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, or assigns, that they are lawfully seized in fee simple of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, except a mortgage first mortgage of \$4000.00 and a second mortgage of \$1500.00 and that they will and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

Attest:

C. F. Richards.

STATE OF KANSAS,)
Douglas County,) SS

Sarah E. Wade
Daniel L. Wade

Be it Remembered, That on this 24th day of October A.D. 1922 before me C. F. Richards, a Notary Public in and for said County and State, came Sarah E. Wade and Daniel L. Wade her husband to me personally known to be the same persons 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.

C. F. Richards
Notary Public.

My Commission Expires April 4th 1926.
Recorded Dec. 19th, 1922.
At 2:50 o'clock P.M.

Estelle M. Duffee
Register of Deeds
By E. Barrett, Dep.

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 31st day of July, 1923.

L. M. Lindley

C. F. Richards

Recorded August 4th 1923

Estelle M. Duffee

Duffee