

ASSIGNMENT OF MORTGAGE.

For value received, I hereby sell, transfer and assign to William R. Wiggins (Monte Vista, Colo.), all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by F.J. Savage and Minnie Savage to J.E. Stubbs and W.R. Stubbs, which mortgage is recorded in Book 56 of Mortgages, Page 306, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, I have set my hand this 10th day of November 1922.

J.E. Stubbs.

State of Colorado )  
County of Otero ) SS:

Be it Remembered, That on this 10th day of November 1922, before me, a Notary Public in and for said County and State, came J.E. Stubbs 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.

Fannie Bosley

Notary Public.

(L.S.)

My commission expires March 17 1924.

Recorded January 4th 1923.

At 2:20 o'clock P.M.

*Estelle Northrup Duffer*  
Register of Deeds

*C. Babbitt*  
Deputy.

MORTGAGE.

This Indenture, Made this 23rd day of October in the year of our Lord one thousand nine hundred and twenty two, by and between James Edward Brazil and wife Arbel Brazil, of the County of Douglas and State of Kansas, party of the first part, and A.H. Fair party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Thirteen Thousand Five Hundred.....DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs and assigns, forever, all of the following described tract, piece or parcel of land, lying and situated in the County of Douglas and State of Kansas, to-wit:

The west Half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ), Section Twelve (12); And One (1) acre more or less in the South west corner of the South East Quarter ( $\frac{1}{4}$ ), Section Twelve (12) lying South of the Wakarusa River; Also beginning 90 rods South of the North East corner of the South west quarter ( $\frac{1}{4}$ ) of Section Twelve (12); thence South to the middle of Wakarusa River on the East line of said Quarter section; thence up said river to a point where a ~~line~~ drawn parallel with the East line of said Quarter section to a line running West from the point first named will enclose Nine (9) acres of land East of said lane; Also beginning at a point on the North line of the North East quarter ( $\frac{1}{4}$ ) of Section Thirteen (13) in the middle of Wakarusa River where said section line crosses said river, making the Northeast corner of said land hereby described; thence running west on said section line to the middle of said Wakarusa river, making the Northwest corner of said land hereby described, thence following in the middle of said river in its course through said quarter section to the place of beginning, being about four acres more or less, and otherwise known as that part of said North East quarter ( $\frac{1}{4}$ ) lying on the North ~~said~~ of said Wakarusa river, all in township Thirteen (13) Range Twenty ~~four~~ (20), lying North and west of Wakarusa river, and containing 200 acres more or less.

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 his heirs and assigns, forever. And the said party 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 DEPEND the same in the quiet and peaceable possession of said party of the second part his heirs and assigns, forever, against the lawful claims of all persons whomsoever Provided Always, And this instrument is made, <sup>executed</sup> and delivered upon the following conditions to-wit:

First, Said party of the first part is justly indebted unto the said party of the second part in the principal sum of Thirteen Thousand Five Hundred.....DOLLARS, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said party of the first part and payable <sup>according</sup> to the tenor and effect of One certain First Mortgage Real Estate Note, this day executed and delivered by the said party of the first part bearing date October 23rd 1922. payable to the order of the said party of the second part, five years after date, at Peoples State Bank of Lawrence Kansas with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the 23rd days of April and October in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by 10 coupons attached to said principal note, and of even date therewith, and payable to the order of said party of the second part at Peoples State Bank of Lawrence Kansas.

*For return mortgage see Book 92, page 529  
For return Release see Book 92, page 529  
For return see next page*