

ASSIGNMENT OF MORTGAGE.

The following is endorsed on the original instrument in Book 40 of Mortgages, page 127

FOR VALUE RECEIVED, I hereby sell and assign the within mortgage and the notes therein described, to Lucy H. Metcalf Upton of Colorado Springs, Colorado

As witness my hand this 22 day of Nov, 1913

Wilder Metcalf

State of Kansas)
County of Douglas) SS BE IT REMEMBERED, That on this 22 day of Nov, 1913 appeared before me, a Notary Public, in and for said County and State Wilder S. Metcalf, to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution of the same thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written

C. H. Manter
L.S. Notary Public

My commission expires Jan. 23 1916.
Recorded January 11th 1923.
At 2:40 o'clock A.M.

J. E. Hellman
Register of Deeds
L. B. Babbitt
Deputy.

FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Jacob Weikum and Dora Weikum, his wife, of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to MAXWELL INVESTMENT COMPANY, of Kansas City, Missouri, party of the second part, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit

The East Half (E/2) of the Northwest Quarter (NW/4), and the North Half (N/2) of the East Quarter (NE/4) of the Southwest Quarter (SW/4) of Section Seven (7), Township Fourteen (14) South, Range Twenty-one (21) East,

containing One Hundred acres, more or less together with all the improvements thereon and appurtenances thereunto belonging.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to MAXWELL INVESTMENT COMPANY its successors and assigns, the payment of the sum of Fifty-five Hundred Dollars with interest thereon, according to the terms of one certain promissory note executed and delivered by the first party to the second party, due and payable according to the terms thereof, with interest payable according to the terms thereof, with interest payable annually, according to the terms of interest coupons thereto attached, all of said notes being of even date herewith, payable at the GUARANTY TRUST COMPANY OF KANSAS CITY, Kansas City, Missouri, and each bearing interest at the rate of ten per cent per annum after maturity until paid.

THE FIRST PARTY HEREBY COVENANTS AND AGREES:

That they are lawfully seized in fee simple of real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the real estate is free and clear of all encumbrances and that they and their heirs, executors and administrators will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands;

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable:

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of the State of Kansas, to whomsoever assessed, before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of Two Thousand Dollars, for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and

Upon failure to comply with either of these conditions, covenants and agreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT
Weikum, his wife's
Received of Jacob Weikum and Dora Weikum, his wife, the sum of Fifty-five Hundred Dollars, in full satisfaction of the within Mortgage. Maxwell Investment Company
J. E. Hellman
Register of Deeds
L. B. Babbitt
Deputy.

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Recorded - May 23 - 1923
J. E. Hellman
Register of Deeds
7th Assignment See Book 64 Page 119
Carb Seal

for Release See Trust Page