

State of Kansas, }
County of Douglas, } SS.

Personally appeared before me, a Notary Public in and for the County and State aforesaid, the 13th day of October A.D. 1923 W. Brombslick-- as President of the within named corporation mortgages, personally known to me to be the same person who executed the above assignment and duly acknowledged the execution of the same to be the act of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal the day and year

last above written.

L.S.

S.A. Wood.

Notary Public.

My Commission expires April 10 1925.

Recorded Oct. 15 1923.

At 12 o'clock - noon.

Joe E. Wellman
Register of Deeds.

By *Joe Wellman*
Deputy.

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The Following is endorsed on the original instrument in Book 64 Page 186)

ASSIGNMENT.

For value Received, The Central Trust Co. hereby assigns the within mortgage and the debt secured thereby to Security Benefit Association, Topeka Kansas, October 10, 1923.

The Central Trust Co.

(Corp Seal)

By Chester Woodward.

State of Kansas, }
Lawrence County, } SS.

Be It Remembered that on this day of Oct. 10, 1923 before me the undersigned a Notary Public in and for the County and State of Kansas, Chester Woodward, vice Pres and Secy. of the Central Trust Co., a corporation to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

L.S.

My Commission expires January 21st 1926.

Recorded Oct. 15 1923.

At 4:50 o'clock P.M.

E.E. Linabla

Notary Public.

Joe E. Wellman
Register of Deeds.

By *Joe Wellman*
Deputy.

MORTGAGE.

This Indenture, Made this 1st day of October in the year of our Lord nineteen hundred and Twenty Three, by and between ---Clementine V. R. Hopper, a widow; of the County of Douglas and State of Kansas, parties of the first part, and The Central Trust Company, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of ---

Four 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 North Fifty (50) feet of Lot Numbered

Four (4) in Block Ten (10) in Babcock's

Enlarged Addition to the City of Lawrence.

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, that 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 whatsoever.

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 ---Four Thousand Dollars,--according to the terms of five certain mortgage notes of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows: \$200, due October 1, 1925; \$200, due October 1, 1926; \$200, due October 1, 1927; \$200, due October 1, 1928. 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 April and October 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 ---Six 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 mortgage 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 on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and if any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent., in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second

The following is endorsed on the original instrument:
This mortgage is hereby cancelled this 3rd day of October 1923.

Recorded Oct. 6 1923
By *Joe E. Wellman*
Register of Deeds.

A.D. 1923, the County Clerk of Lawrence County, Kansas, do hereby certify that the foregoing is a true and correct copy of the original instrument as recorded in Book 64 Page 186 of the records of Lawrence County, Kansas.

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