

which said loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full regardless of whether said loan is paid wholly or partly before its maturity.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successor 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 otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid when the same is due, or 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, then the whole of said sum or sums, and interest thereon, shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

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

Fred Lewis Howard.
Myrtle Ruth Howard.

State of Kansas, County of Douglas, ss.

Be it Remembered, That on this 12th day of May, A. D. 1924, before the undersigned a Notary Public within and for the County and State aforesaid, came Fred Lewis Howard and Myrtle Ruth Howard, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

J. E. Brasfield
Notary Public.

My Commission expires Nov. 13, 1927.

ASSIGNMENT

The following is endorsed on the original instrument in Book 58 page 80

From. W. O. Eadsell.
To. Watkins National Bank.

State of Kansas, Douglas County, ss.
This instrument was filed for record
this 13th day of May at 10:30 A. M. 1924.

Seal of Wellman
Register of Deeds.
Deputy.

KNOW ALL MEN BY THESE PRESENTS, That 8 Douglas County, in the State of Kansas, the within-named mortgagee consideration of Four Thousand Dollars to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Watkins National Bank, heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named.

In Witness Whereof, The said mortgagee has hereunto set his hand this 26 day of Feb'y 1919.

Executed in presence of
C. H. Tucker

W. O. Eadsell.

STATE OF KANSAS,
ss
Douglas County,

Be it Remembered That on this 26 day of Feb'y A. D. 1919 before me 8 a Notary Public in and for said County and State, came W. O. Eadsell to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 10th 1919.
L. S.

A. F. Flinn.
Notary Public.

Assignment of Mortgage.

From. Maxwell Investment Company.
To. Marie E. Floyd.

State of Kansas, County of Douglas, ss.
This instrument was filed for record on
the 15th day of May A. D. 1924 at 2:20
o'clock P. M.

Seal of Wellman
Register of Deeds.
Deputy.

For Value Received, The Maxwell Investment Company, a corporation organized and existing under the laws of the State of Missouri, hereby sells, transfers, conveys and sets over unto Marie E. Floyd, her heirs, or assigns, a certain mortgage dated the first day of October 1923 executed