

be, shall be paid by the party making such sale, on demand to said parties of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the parties of the first part agree to pay the price of extending the abstract of title on the said mortgaged premises from the date of this mortgage to the date of filing such foreclosure case, which abstract expenses shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage, and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands.

James J. O'Brien,
Clara E. O'Brien.

STATE OF KANSAS.

SS
Douglas County,

Before me, the undersigned, a Notary Public in and for said County and State, on this 13 day of May 1924 personally appeared James J. O'Brien and Clara E. O'Brien, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

L. S.

W. M. Clark.

Notary Public.

My commission expires May 10, 1927

ASSIGNMENT.

From
Peoples State Bank.
To
Fred O. Richardson.

State of Kansas, Douglas County, ss.
This instrument was filed for record
on the 21st day of May, A.D. 1924.
At 2:30 P.M.

Sam E. Wellman
Register of Deeds.

Joe Wellman Deputy

For Value Received, We hereby sell, transfer and assign to Fred O. Richardson all the right title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Homer Hird to Fred O. Richardson which mortgage is recorded in Book 60 of Mortgages, Page 3rd in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, We have set our hand this-day of May 21, 1924.

Peoples State Bank, Lawrence, Kans.

By-- W. Bromelsick ----Pt.

State of Kansas. { ss.
County of Douglas. }

Be It Remembered, That on this 21st day of May 1924, before me, a Notary Public in and for said county and State, came W. Bromelsick- President of Peoples State Bank, Lawrence, Kans, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same for said bank.

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

L.S.

T.J. Sweeney, Jr.
Notary Public.

My Commission expires March 22, 1926.

ASSIGNMENT.

(The following is endorsed on the original, book 56, page 429)

From
E.J. Hilkey.
To
J.S. Windsor.

State of Kansas, Douglas County, ss.
This instrument was filed for record on
the 21 day of May, A.D. 1924. At 11:20 A.M.

Sam E. Wellman
Register of Deeds.

Joe Wellman Deputy.

For and in consideration of Twenty Five hundred dollars to him paid the receipt of which is hereby acknowledged, E.J. Hilkey the mortgagee within named does hereby assign and transfer to J.S. Windsor or his assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said J.S. Windsor all my right title and interest to the lands and tenements in said mortgage mentioned and described.

In Witness Whereof, I have hereunto set my hand and seal at Lawrence in the county of Douglas and State of Kansas this 24 day of May A.D. 1919.

E.J. Hilkey.

State of Kansas. { ss.
Douglas County. }

Be It Remembered that on this 24, day of May A.D. 1919 before me the undersigned, a Notary Public in and for said county and State, came E.J. Hilkey to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.