

From
Chas. A. Ashly
To
C.E. Stephens

ASSIGNMENT.

State of Kansas, Douglas County, ss.
This instrument was filed for record
on the 25 day of Aug. A.D. 1924.
At 11:00 A.M.

John E. Williams
Register of Deeds
By *John E. Williams* Deputy

Know All Men By These Presents, That for and in consideration of the sum of Two Thousand Eighty seven 50/100 Dollars, to Chas. A. Ashly in hand paid the receipt whereof is hereby acknowledged, by Chas. A. Ashly of the county of Douglas and State of Kansas a certain indenture of mortgage executed by Chas. Lewis and Amanda J. Lewis of the county of Douglas and State of Kansas on the 27 day of June A.D. 1907 to the said C.E. Stephens on the following described real estate situated in the county of Douglas and State of Kansas to-wit:

The west half of the SW⁴ of SE⁴ and the west seven and one half acres 7/16 of the south east quarter of the south west quarter (SE⁴ of SW⁴) of the south east quarter (sec4) of sec 33 Twp. 14 Range 29. together with the note herein referred to. Said mortgage was recorded in the office of the Register of Deeds for said county of Douglas and State of Kansas, on the 5th day of July A.D. 1907 at 10:10 o'clock A.M. in book 32 of mortgages, page 602 to have and to hold the said note and mortgage and the debt there by secured and all the interest conveyed by the said mortgage in and to the lands therein described, to the said C.E. Stephens, his heirs, executors, administrators and assigns forever, for his and their sole use and benefit.

In Witness Whereof I have hereunto set my hand and seal this 16th day of August A.D. 1911.

Executed in the presence of
G.E. Lukens.

Chas. A. Ashly

State of California ss.
Placer County.

Be It Remembered, That on this 16 day of August A.D. 1911 before me, G.E. Lukens, a Notary Public in and for said county and State, came Chas. A. Ashly to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

L.S.
My Commission expires June 18th 1913.

G.E. Lukens.
Notary Public.

MORTGAGE.

From
Charles R. Brady
To
Bankers Life Insurance Company.

State of Kansas Douglas County, ss;
This instrument was filed for record on the
27th day of August A.D. 1924 at 8:40 AM.

John E. Williams
Register of Deeds.
By *John E. Williams* Deputy

KANSAS REAL ESTATE FIRST MORTGAGE.

This indenture Made August 15, 1924--by and between Charles R. Brady, unmarried,-- of the County of Jackson, State of Missouri, party of the first part, and the Bankers Life Insurance Company of Nebraska, party of the second part;

Witnesseth, That said party of the first part, in consideration of the sum of Eight Thousand (\$8,000.00) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged does hereby sell and convey unto the said second party, its successors or assigns, the following described real estate situated in the county of Douglas and State of Kansas, to-wit:

The northwest quarter subject to a right of way of the Atchison, Topeka & Santa Fe Railway Company and subject to a lease of the Kansas Natural Gas, Oil & Pipe Line and Improvement, Company, of section seventeen (17) in township thirteen (13) South Range twenty (20) east of the sixth Principal Meridian, containing in all one hundred sixty (160) acres according to government survey.

To Have and To Hold said premises with all appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever. The said party of the first part covenants with the party of the second part that said party of the first part is lawfully seized in fee simple of said premises; that he has good right to sell and convey said premises, that said premises are free and clear from all liens and encumbrances; and that he will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns, forever, against the claims of all persons, and the said party of the first part hereby relinquishes all his marital and homestead rights and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Provided Always, And this instrument is executed and delivered upon the following conditions:

First, That said party of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Eight thousand (\$8,000.00) Dollars on the first day of September 1934 with interest thereon, payable semi-annually, from September 1, 1924, according to the terms of one promissory bond or note with interest notes attached, signed by said party of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made, said party of the first part expressly agrees to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt created and secured.

Third, party of the first part agrees to pay all taxes and special assessments levied or