

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

L. S.

Wayne Gill  
Notary Public.

Commission expires July 30th, 1928.

## ASSIGNMENT

The following is endorsed on the original instrument in book 63 page 378

From  
Louis H. Menger

To  
Emma S. Bennett

State of Kansas, Douglas County, ss  
This instrument was filed for record on this 22 day of April, A.D. 1925, at 9:40 o'clock A. M.

*Geo. E. Wellman*  
Register of Deeds

By *Geo. E. Wellman* Deputy

KNOW ALL MEN BY THESE PRESENTS, That Louis H. Menger Adm. of the Estate of Anna G. M. Menger Decd. Douglas County, in the State of Kansas the within named mortgagee, in consideration of Four hundred and fifty Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Emma S. Bennett 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 contained.

IN WITNESS WHEREOF, The said mortgagee has hereunto set his hands this 24 day of October 1922.

Executed in Presence of

Louis H. Menger M  
Adm. Estate of Anna G. Menger

State of Kansas, ss  
County of Douglas

Be it Remembered, That on this 23 day of Oct. A. D. 1922 before me Lorene M. McNeill a Notary Public in and for said County and State, came Louis H. Menger Adm. of the estate of Anna G. M. Menger, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

L. S.

Lorene M. McNeill  
Notary Public.

Commission expires Sept 15, 1923.

## MORTGAGE

FROM  
Edwin M. Belles and wife

TO  
The State Savings Bank,  
Topeka, Kans.

State of Kansas, Douglas County, ss  
This instrument was filed for record on this 25 day of April, A. D. 1925, at 1:20 o'clock P.M.

*Geo. E. Wellman*  
Register of Deeds

By *Geo. E. Wellman* Deputy

Reg. Fee.  
No. 392

P. 1825

THIS INSTRUMENT, Made this twenty-first day of April in the year of our Lord one thousand and nine hundred and twenty five by and between Edwin M. Belles and Hortense K. Belles, his wife of the County of Douglas and State of Kansas, parties of the first part, and THE STATE SAVINGS BANK, Topeka, Kansas, a corporation, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Thirty-five hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all of the following-described real estate, lying and situated in Lawrence, County, of Douglas and State of Kansas, to wit: Lot number One (1) in Block number Ten (10) in University Place, an addition to the city of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, and every contingent right or estate therein, 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 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 whomsoever; the intention being to convey an absolute title in fee to said premises.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

FIRST.--Said grantors are justly indebted unto the said party of the second part in the principal sum of Thirty-five hundred Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said grantors and payable according to the tenor and effect of their certain First Mortgage Real Estate Note No. 3618 executed and delivered by the said grantors bearing date April 21, 1925 payable to the order of THE STATE SAVINGS BANK, Topeka, Kansas, in installments as follows:

\$100.00 January 1, 1926, and \$100.00 semi-annually thereafter, and \$2700.00 January, 1, 1930 after