

ASSIGNMENT

FROM
H. G. Van Neste
TO
The Lawrence Natl Bank of Lawrence, Kansas.

State of Kansas, Douglas County, ss
This instrument was filed for re-
cord on this 23 day of May A. D.
1925, at 4:50 o'clock P. M.

Geo. E. Wellman

The following is endorsed on original instrument - Book 63 - Page 391 -

KNOW ALL MEN BY THESE PRESENTS, That H. G. Van Nette of Douglas County, in the State of Kansas, the within named mortgagee in consideration of One thousand and no/100 Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Lawrence Natl. Bank of Lawrence, Kans, its successors 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

In Witness Whereof, The said mortgagee has hereunto set his hand this 23 day of May

Executed in presence of

H. G. Van Neste

State of Kansas
SS:
Douglas County.

BE IT REMEMBERED, That on this 23 day of May A. D. 1925 before me, Geo. W. Kuhne a Notary Public in and for said County and State, came H. S. Van Nette 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 subscribed my name and affixed my official seal the day and year last above written.

L. S.

Geo. W. Kuhne
Notary Public

My commission expires Jan 25, 1926.

MORTGAGE

FROM Birdie B. Hemphill and husband

To - The Mutual Benefit Life Insurance Company

State of Kansas, Douglas County, ss:
This instrument was filed for record Reg. Fee.
on this 27th day of May A.D. 1925, at No. 567
2:50 o'clock P. M. Fee. \$20.00

Geo. E. Wellman
Register of Deeds

THIS INDENTURE, made the 22nd day of May A. D. 1926 between Birdie E. Hemphill and Charles W. Hemphill wife and husband of the County of Douglas and State of Kansas, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey located at Newark Essex County, New Jersey, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of Eight thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the county of Douglas and State of Kansas, to-wit:

The West half of the Southwest quarter and all that part of the West half of the East half of the Southwest quarter lying South of the new Golden Belt Highway, except Railroad Right-of-Way and all that part of the North west quarter lying South of the Railroad Right-of-Way across said quarter section, and also the following described tract: Beginning at the intersection of the North line of the Union Pacific Railroad Right-of-Way with the West line of the West half of the Northwest quarter, thence North along said line to a point eighteen (18) rods North of said Right-of-Way; thence in a Southeasterly direction to a point on the East line of said West half of the Northwest quarter twenty (20) rods North of the Southeast corner of said West half of the Northwest quarter; thence South twenty (20) rods to said Southeast corner; thence West along the South line of said Northwest quarter to Railroad-Right-of-Way; thence along North line of said Railroad Right-of-Way to place of beginning, excepting a strip ten (10) feet wide along the South side of said tract which has been deeded to Douglas County, Kansas, for road purposes. All the above described land being in Section one (1), Township twelve (12), Range nineteen (19), containing in all one hundred twenty seven and one half (127½) acres.

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage, said party of the first part hereby assign to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, right and benefits accruing to said party of the first part under all oil and gas leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

TO HAVE AND TO HOLD the same, with the appurtenances, thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all encumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$8000.00) Eight thousand Dollars, on the first day of Jun e A. D., 1930, with interest thereon at the rate of five per cent. per annum, payable on the first day of June and December in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on

[illegible]