

KANSAS DEEDS RECORD STATIONERY CO. KANSAS CITY MO 64114

the above-described real estate.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered ten certain promissory notes, in writing to said party of the second part, each for the sum of \$9.00, due April 5, 1926, Oct. 5, 1926, April 5, 1927, Oct. 5, 1927, April 5, 1928, Oct. 5, 1928, April 5, 1929, Oct. 5, 1929, April 5, 1930, Oct. 5, 1930, respectively, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE DAVIS-HELLMANN MORTGAGE COMPANY, Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of said THE DAVIS-HELLMANN MORTGAGE COMPANY in securing a loan for said parties of the first part which 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 successors or assigns, said sum of money in the above described notes 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 shall be entitled to the possession of said premises. In case of foreclosure, said 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.

Catherine V. Hogue
S. F. Hogue

State of Kansas, County of Douglas, SS.

Be It Remembered, That on this 29 day of August, A. D. 1926, before the undersigned, a Notary Public within and for the County and State aforesaid, came Catherine V. Hogue and S. F. Hogue, her husband, 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.

L. S.

J. W. Kreider
Notary Public

My Commission expires Jan 8. 1926.

ASSIGNMENT.

From
Harris Trust & Savings Bank
To
William Deering Howe

State of Kansas Douglas Co. ss;
This instrument filed for record Sept. 11,
1926 at 10:50 AM

J. E. Wellman
Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS, that Albert W. Harris of the City of Chicago, County of Cook and State of Illinois, and Harris Trust and Savings Bank, a corporation, organized and existing under and by virtue of the laws of the State of Illinois and having its principal place of business in the City of Chicago in said State, trustees for William Deering Howe under Item 5 of the Last Will and Testament of William Deering, Deceased, for value received, do hereby sell, assign, transfer, set over and convey without recourse to William Deering Howe—that certain mortgage and debt thereby secured made by George A. Ott and Mary A. Ott husband and wife to The Farm Mortgage Trust Company dated the 20th day of November A. D. 1922, and recorded in Book 62 of Mortgages, Page 627 of the Records of Douglas County, Kansas, and assigned to Albert W. Harris and Harris Trust and Savings Bank, Trustees, as aforesaid, by assignment dated the 23rd day of January A.D. 1923 and recorded in Book 64 of Assignments, Page 15 of the Records of Douglas County, Kansas.

In Witness Whereof, the said Albert W. Harris as Trustee has hereunto set his hand and seal and the said Harris Trust and Savings Bank as such Trustee has caused its corporate seal to be hereunto affixed and these presents to be signed in its name by its Vice President and attested by its Assistant Secretary this 16th day of May A.D. 1926.

Albert W. Harris (SEAL)
Harris Trust and Savings Bank
By M. H. Mac Lean
Vice President.
Trustees for William Deering Howe
under Item 5 of the Last Will and
Testament of William Deering, Deceased

Corp Seal.

Attest:

W. E. Loon, Assistant Secretary
Signed sealed and delivered in the presence of
D. M. Shannon W. H. Histed

State of Illinois
County of Cook

On this 16th day of May A.D. 1926, before me, a notary public in and for the County and State aforesaid, came Albert W. Harris, personally known to be the same person who executed the above assignment and duly acknowledged the execution of the same as Trustee for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

R. O. Kinsey
Notary Public.

L.S.

My Commission expires Feb'y, 12-1929.

Recorded Jan 24 1926
J. E. Wellman
Register of Deeds

The following is endorsed on the original instrument:
The note assigned by this mortgage has been paid in full, and this mortgage is hereby released and canceled and this day

A. D. 1926
J. E. Wellman
Register of Deeds