

## ASSIGNMENT

From  
D. Coen Byrn  
To  
M. C. Hill

(The following is endorsed on original mortgage, Book 69, page 164)  
FOR VALUE RECEIVED the undersigned owner of the within mortgage, does hereby assign and transfer the same to M. C. Hill.

State of Kansas  
County of Douglas

Be It Remembered That on this 1st day of December A.D. 1925, before me, the undersigned, Register of Deeds, in and for said County and State came D. Coen Byrn the mortgage named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of the said assignment,

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

L.S.

Isa E. Wellman  
Register of Deeds in and for  
said County.

## MORTGAGE.

From  
Henry B. McCurdy  
To  
Peoples State Bank,

State of Kansas Douglas Co., ss  
This instrument filed for record  
Dec. 7th, 1925 at 10:00 AM.

Isa E. Wellman  
Register of Deeds

This Indenture Made this 2nd day of October in the year of our Lord one thousand nine hundred and twenty five, between Henry B. McCurdy, a single man, of Lawrence, in the County of Douglas and State of Kansas of the first part, and The Peoples State Bank of Lawrence, Kansas, party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twelve thousand (\$12,000.00) Dollars to him duly paid, the receipt of which is hereby acknowledged has sold, and by these presents does GRANT, BARGAIN, SELL and Mortgage to the said party of the second part, their successors and assigns forever all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit:

Lot numbered one hundred and three (103) on Massachusetts street in the City of Lawrence, Kansas.

with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant, is intended as a mortgage to secure the payment of the sum of Twelve thousand (\$12,000) Dollars according to the terms of a certain mortgage note or bond this day executed by the said party of the first part and payable on the 2nd day of October, 1930 to the order of said second party. And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment or any part thereof or interest thereon, or if the taxes on said land are not paid when the same become due and payable or if the insurance is not kept thereon as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof and it shall be lawful for the said party of the second party, executors administrators and assigns, at any time thereafter to take possession of the said premises and all the improvements thereon and receive the rents, issues and profits thereof and to sell the premises hereby granted or any part thereof in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest together with the costs, charges of making such sale, and the surplus if any there be, shall be paid by the party making such sale on demand to the said first party or his heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Henry B. McCurdy (SEAL)

Witnesses:  
State of Kansas  
County of Douglas

Be It Remembered, That on this 3rd day of October A.D. 1925 before me a Notary Public in and for said county and state came Henry B. McCurdy a single man, 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.

My Commission expires on the 22 day of March 1926.

T.J. Sweeney Jr.  
Notary Public

We, the undersigned Mildred McCurdy, a widow, Lawrence, Kansas and Mildred McCurdy Dahlene, and Oscar Dahlene her husband, of Tuscaloosa, Alabama, do hereby agree that in consideration the advancement and loan of Twelve Thousand Dollars (\$12,000) made by The Peoples State Bank of Lawrence Kansas, to Henry B. McCurdy of Lawrence Kansas, that the Mortgage securing such loan executed by said Henry B. McCurdy to said Peoples State Bank of Lawrence Kansas and attached hereto, shall be and constitute first and prior lien upon the real estate described in said mortgage, superior to any claim that we may have upon said real estate growing out of the provisions found in the deed, executed July 13th, 1924 by Mildred McCurdy, a widow to Henry B. McCurdy, and recorded in Book 116 of deed at page 327, in the office of the Register of Deeds of Douglas County Kansas.

Mrs Mildred McCurdy  
Mildred McCurdy Dahlene  
Oscar Dahlene

This mortgage was written on the original mortgage and entered in the day of the month of October 1925. The first national bank of Lawrence, Kansas. (Copy Seal)

For Assignment See Book 85, Page 993  
 For Extension See Book 97, Page 420  
 For Extension See Book 107, Page 122