

State of Kansas  
Douglas County } SS.

Be It Remembered, That on this 26th day of December A.D. 1925 before me a notary public in and for said county and State came D. Coen Byrn 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 on the day and year last above written.

IS  
My Commission expires Jan 25, 1926.

Geo W. Kuhne  
Notary Public.

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From (The following is endorsed on the original instrument, book 69 page 181)  
D. Coen Byrn ASSIGNMENT. State of Kansas, Douglas co. ss  
To C.E. Merwin This instrument was filed for record  
Dec. 26 1925. At 1:40 P.M.  
*Geo E. Williams*  
Register of Deeds.

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For value received, the undersigned owner of the within mortgage does hereby assign and transfer the same to C.E. Merwin.

D. Coen Byrn

State of Kansas  
County of Douglas. } SS.

Be it remembered, That on this 26th day of December A.D. 1925 before me the undersigned a Notary Public in and for said county and State came D. Coen Byrn the mortgagee named in the foregoing mortgage to me known to be the same person who as executed the foregoing assignment of such mortgage and such person duly acknowledged the execution of said assignment.

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

IS  
My Commission expires Jan. 25, 1926.

Geo W. Kuhne  
Notary Public

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From MORTGAGE. State of Kansas, Douglas co. ss  
R.H. Karnes et al This instrument was filed for record on  
To Merchants Nat'l. Bank. Dec. 29 1925, At 10:15 A.M.  
*Geo E. Williams*  
Register of Deeds.

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This Indenture, Made this 26th day of December in the year of our Lord nineteen hundred twenty five between R.H. Karnes and Ida M. Karnes his wife of Lawrence in the county of Douglas and State of Kansas of the first part and The Merchants National Bank, a banking corporation of Lawrence Kansas of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One Dollar (\$1) and the further covenants agreements and advancements hereinafter specified to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant bargain sell and mortgage to the said party of the second part its successors and assigns forever, all that tract or parcel of land situate in the county of Douglas and state of Kansas, described as follows, to-wit.

All of tracts no four and five being a part of the 61-5 acres consisting of 15 tracts numbered one to fifteen all in the east  $\frac{1}{4}$  of the northeast  $\frac{1}{4}$  section 7, township 13 range 20 known as the Leonard Suburban acres Division with all the appurtenances and all the estate title and interest of the parties of the first part herein. And the said R.H. Karnes and Ida M. Karnes 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 except one mortgage of record for twenty five hundred dollars. This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part or its assigns to the parties of the first part herein or either of them, at date hereof or from time to time as the parties hereto or either of them may now or hereinafter agree with interest on said advancements from the time of the advancement until paid, it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them by the party of the second part however evidenced whether by note, check receipt or book account and to remain in full force and effect between the parties hereto or assigns, until all advancements made by virtue hereof are paid in full, with interest and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment or any part thereof or interest thereon or the taxes or the insurance is not kept up thereon this conveyance shall become absolute and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its successors and assigns, at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law and out of all the moneys arising from such sales to retain the amount then due for the principal and interest together with the costs and charges of making such sale and the overplus if any there be shall be paid by the party making such sale on demand to said party of the first part--heirs and assigns.

In Witness Whereof, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered  
in the presence of-----  
State of Kansas  
Douglas County } SS.

R.H. Karnes (SEAL)  
Ida M. Karnes (SEAL)

Be It Remembered, That on this 28th day of December A.D. 1925 before me the undersigned a Notary Public in and for said county and State came R.H. Karnes and Ida M. Karnes his wife to me personally known to be the persons described in and who executed the foregoing instrument of writing and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

IS--My commission expires Jan. 27, 1927

F.C. Whipple--Notary Public