

T. Harshberger.

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 date 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 assign, 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 cost 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 parties of the first part their 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 presence of

G. C. Rothwell (Seal)
Lillie Rothwell (Seal)

State of Kansas)

ss

Douglas County)

Be it Remembered, That on this 12th day of January A.D. 1926, before me, the undersigned, a Notary Public, in and for said County and State, came G. C. Rothwell and Lillie Rothwell, his wife to me personally known to be the same persons 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.

A. F. McClanahan
Notary Public.

L.S.

My Commission Expires April 120, 1926.

From

W. D. Janeway

ASSIGNMENT.

State of Kansas Douglas Co. ss;
This instrument filed for record
Jan. 14th, 1926 at 3:05 PM.

To

C. H. Tucker

Geo. E. Wellman
Register of Deeds

The following is endorsed on original instrument (Book 60 Page 234.)

KNOW ALL MEN BY THESE PRESENTS: That W. D. Janeway Douglas County, in the State of Kansas the within named mortgagee in consideration of Twenty five Hundred Dollars to him in hand paid, the receipt whereof is hereby acknowledged do hereby sell assign transfer set over and convey unto -- C. H. Tucker 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 made.
In Witness Whereof, The said mortgagee has hereunto set his hand this 1 day of Nov. 1924.

Executed in presence of

W. D. Janeway

State of Kansas)

Douglas County) ss;

Be It Remembered That on this 1st day of Nov. A.D. 1924 before me A. F. Flinn a Notary Public in and for said County and State, came W. D. Janeway 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.

My Commission expires April 10, 1924.
L.S.

A. F. Flinn
Notary Public.

From

Peter Dougherty

MORTGAGE.

State of Kansas Douglas Co. ss;
This instrument filed for record
this Jan. 18th, 1926 at 10:10 AM.

To

Maurine M. Staley.

Geo. E. Wellman
Register of Deeds

THIS MORTGAGE, Made this thirtieth day of December in the year of Our Lord One Thousand Nine Hundred and Twenty five by and between Peter Dougherty, a single man of the County of Jackson and State of Missouri party of the first part and Maurine M. Staley party of the second part,

WITNESSETH: That said party of the first part, for and in consideration of the sum of One Thousand and No/100 Dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to her heirs and assigns forever, all of the following described tracts, pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The South half (1/2) of the Northwest Quarter (1/4) and the West Ten (10) Acres of the South Half (1/2) of the Northeast Quarter (1/4), of Section Nine (9), Township Fifteen (15), Range Nineteen, (19) containing Ninety (90) Acres, more or less in Douglas County, Kansas.

To Have and to hold the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to her heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, said Peter Dougherty the said party of the first part of the first part of this day made, executed and delivered to the said party of the second part his two Promissory Notes of even date herewith, by which he promise to pay to the said Maurine M. Staley or order, for value received One Thousand Dollars, each note being for Five Hundred Dollars due on or before December 30th, 1928 with interest from date until paid at the rate of six per cent per annum, payable annually, according to the tenor of said notes falling due on the 30th days of December in each year, both principal and interest are payable at Westport Avenue Bank, Kansas City, Missouri.

This mortgage is made subject to a first and prior mortgage for \$4000.00. The notes

2904
Following instrument Doc. 11120, 1926, 2:50
for Assignment See Book 67 Page 271