

From The Prudential Investment Co.
To The Fraternal Aid Union

ASSIGNMENT.

State of Kansas, Douglas County, ss;
This instrument filed for record
March 1, 1926 at 10:30 A.M.

Dean E. Williamson
Register of Deeds

The following is enclosed an original instrument Book 67, Page 279

FOR VALUE RECEIVED, The Prudential Investment Company hereby assigns the within mortgage and the debt secured thereby to Fraternal Aid Union of Lawrence, Kansas, February 19, 1926.

Corp Seal.
State of Kansas, Shawnee County, ss;

The Prudential Investment Company
By: C. W. McKeen, President.

Be It Remembered That on this 19th day of February, 1926, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. W. McKeen, President of The Prudential Investment Company, a corporation, to me personally known to be such officer, and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

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

Margaret Allen, Notary Public.

L.S.
My Commission expires June 30, 1928.

From James G. H. Jones
To Bankers Life Insurance Company,

MORTGAGE.

State of Kansas Douglas County, ss;
This instrument filed for record
March 1, 1926 at 3:50 P.M.

Dean E. Williamson
Register of Deeds.

Reg. No. 1510
Fee Paid 15.00

THIS INDENTURE, Made January 21, 1926 by and between James G. H. Jones and Mary J. Jones his wife, of the County of Douglas, State of Kansas, parties of the first part and the Bankers Life Insurance Company of Nebraska, party of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Six Thousand ---- (\$6,000.00) Dollars ---- paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby SELL AND CONVEY unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The West Half of the Northwest Quarter of Section Three (3); All that part of the East Half of the Northeast quarter of Section Four (4) lying East of the Atchison, Topeka & Santa Fe Railroad; All that part of the South half of the Southeast quarter of Section Four (4) and all that part of the North Half of the North Half of the Northeast quarter of Section Nine (9) lying West of the right of way of the Atchison, Topeka and Santa Fe Railroad----- all in Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian, containing in all Two Hundred nine acres, according to Government Survey.-----

TO HAVE AND TO HOLD, said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises: that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interest in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions FIRST, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, --Six Thousand (\$6,000.00) Dollars, on the first day of April 1926 with interest thereon, payable semi-annually, from February 1, 1926 according to the terms of one promissory bond or note with interest attached, signed by said parties of the first part, payable to the order of the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, and bearing even date herewith.

SECOND, In consideration of the rate of interest at which the loan hereby secured is made said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt secured, if however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

THIRD, Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain, and deliver to said second party, its successors or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns, for not less than \$ None loss payable to the second party, its successors or assigns, as their interests may appear; and shall keep the buildings and other improvements in good repair and condition.

FOURTH, It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby.

FIFTH, It is further agreed that if default be made in the payment of any interest note or any portion thereof for the space of ten days after the same becomes due, on in the payment of taxes or special assessments levied or assessed under the laws of the state of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the parties of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of the essence of this contract,

2. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein secured was made by said District Court, on the 4th day of March, 1926, and that the same is duly recorded in Journal 23, Page 173. Witness my hand this 25th day of March, 1926.

ATTEST:

Dean E. Williamson
Register of Deeds

John Callahan