

## ASSIGNMENT,

From  
Hugh Blair  
To  
Sarah E. Schaal

State of Kansas, Douglas County, ss;  
This instrument filed July 19, 1922,  
at 1:10 P.M.  
*Isa E. Wellman*

Register of Deeds.

For Value Received, I hereby sell, transfer and assign to Sarah E. Schaal of Lawrence Kansas, all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Bird T. Griffith to me, which mortgage is recorded in Book 60 of Mortgages, Page 359, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, I have set my hand this 27<sup>th</sup> day of July, 1922.

Hugh Blair

State of Kansas )  
County of Douglas ) ss; Be It Remembered That on this 27<sup>th</sup> day of July 1922 before me, a Notary Public in and for said County and State, came Hugh Blair 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 set my hand and affixed my official seal the day and year last above written.

Jennis Watt, Notary Public

L.S.  
My Commission expires 30<sup>th</sup> March, 1924.

## MORTGAGE.

From  
George S. Austin and Bessie I. Austin, his wife,  
To  
Collins Mortgage Company

State of Kansas Douglas County, ss;  
This instrument filed July 20, 1926  
at 9:50 A.M.

*Isa E. Wellman*

Register of Deeds

This Indenture, made this 16th day of July A.D. 1926, between George S. Austin and Bessie I. Austin, his wife, of the County of Marlan and State of Nebraska parties of the first part, and Collins Mortgage Company, a corporation, party of the second part.

Witnesseth: That the said parties of the first part, in consideration of the sum of Fourteen Thousand and no/100 --- Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents, do grant, bargain, sell and convey to the said party of the second part, its legal representatives, 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:

The Southeast Quarter of Section Ten (10) ; and the North Half of

the Northeast Quarter of Section Fifteen (15); all in Township

Thirteen (13), Range Twenty (20) East-----

of the sixth Principal Meridian, containing 240 acres, more or less, according to the Government Survey thereof, with appurtenances and all the estate, title and interest of the said parties of the first part, therein. And the said parties of the first part 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, and will Warrant and Defend the title to the same, and that the same is clear and free from all incumbrances of whatsoever kind.

And the said George S. Austin and Bessie I. Austin, his wife, do hereby relinquish all right of homestead and other contingent rights in and to the said premises, and do hereby join in all the clauses, conditions and covenants hereof.

This Grant is intended as a mortgage to secure the payment of-----  
---Fourteen Thousand and no/100 ---Dollars, payable according to the terms of a certain promissory note, this day executed and delivered by the said parties of the first part to the said party of the second part, which said promissory note, both principal and interest, is payable on an amortization plan in 68 equal semi-annual installments of --Four Hundred Fifty-five and no/100 Dollars each-- and one installment (the last to mature) of --Four Hundred Fifty-three and 74/100 Dollars --- all due and payable as follows:----- Four Hundred Fifty-five and no/100 Dollars on the first day of February A.D. 1927 and alike sum of Four Hundred Fifty-five and no/100 Dollars semi-annually thereafter on the first day of August and February in each and every year to and including the first day of August 1960; and the last installment of Four Hundred Fifty-three and 74/100 Dollars on the first day of February 1961, by which and when the entire principal sum and interest shall be fully paid, together with interest at the rate of ten per cent per annum on any installment which shall not have been paid when due; and this conveyance shall be void if such payment be made as therein specified, but if default be made in such payment, or any part thereof, or the interest thereon, of the taxes when due, or if the insurance is not kept in force thereon, or if said first parties shall do any act impairing the value of said mortgaged property or shall fail to perform all and singular the agreements herein contained, then this conveyance shall, at the option of the party of the second part, become absolute and the whole amount secured hereby shall become immediately due and payable, without notice (anything herein or in said promissory notes to the contrary notwithstanding) and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to proceed by foreclosure or any other lawful mode to collect the amount of said notes; and out of all the moneys arising from the sale under any such proceeding to retain the amount then due for principal and interest, together with the costs, as hereinafter provided, and charges of making such foreclosure sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

And said parties further expressly agree that they will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Kansas, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising therefrom. Upon violation of this agreement, then and in any such event the debt hereby secured, without any deduction, shall at the option of the mortgagee, become immediately due and collectible; and the said parties shall not be entitled to any offsets against the sums hereby secured for taxes or assessments so paid.

In case of a failure of the parties of the first part to pay taxes, insurance and all assessments on said property, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns, and all taxes levied upon this mortgage

Reg. No. 1889  
Fee Paid 35.00  
I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that this instrument of foreclosure of the mortgage herein recorded was made by said District Court, on the 15<sup>th</sup> day of July, 1926, at 10:00 A.M., and that the same is duly recorded in Journal H.H. 11, page 359.  
Witness my hand this 15<sup>th</sup> day of July, 1926.

John Callahan  
Clerk District Court

ATTEST:  
*Isa E. Wellman*

This Assignment per Book 67 Page 472.