

On the original instrument is the following indorsement
 For and in consideration of one dollar, to me in hand paid, the receipt whereof is hereby
 acknowledged, the mortgage without named, does hereby assign and transfer to A. D. Weaver or
 his assigns, the note and the foregoing mortgage secured and does hereby assign, transfer and
 set over unto the said A. D. Weaver or his assigns, all his right, title and interest to the
 lands and tenement in said mortgage mentioned and described. In witness whereof, I have
 hereunto set my hand and seal at Lawrence on this the 20th day of December A.D. 1884.
 J. S. Mitchell {Seal}

bargain, sell and mortgage to the said party of the second
 part his heirs 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:

North east quarter of Section (17) seventeen, Township Fourteen
 (14) Range nineteen (19) containing 160 acres more or less with
 the appurtenances and all the estate, title and interest
 of the said parties of the first part therein. And the
 said Stephen Studebaker 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 indefe-
 asible estate of inheritance therein, free and clear of all
 incumbrances and that he will warrant and defend
 the same against all claims whatsoever. This Grant is
 intended as a Mortgage to secure the payment of the
 sum of Five hundred Dollars, according to the terms of
 one certain promissory note this day executed by the said
 Stephen Studebaker to the said party of the second part.
 Said note being given for the sum of Five hundred Dollars
 dated Nov. 7. 1884 due and payable in three years from the
 date thereof, with interest thereon from the date thereof until
 paid according to the terms of said note and coupons
 thereto attached. And this conveyance shall be void if
 such payment be made as in said note and coupons
 thereto attached, and as is hereinafter specified. And the
 said party of the first part hereby agrees to pay all taxes
 assessed on said premises before any penalties or costs
 shall accrue on account thereof, in default whereof the
 said mortgagee may pay the taxes and accruing penalties
 interest and costs, and insure the same at the expense of
 the party of the first part, and the expense of such taxes
 and accruing penalties, interest and costs, and insurance
 shall from the payment thereof be and become an addition
 hereunder this mortgage upon the above described premises
 and shall bear interest at the rate of twelve per cent per
 annum. But if default be made in such payment or
 any part thereof, or interest thereon, or the taxes assessed
 on said premises, or if the insurance is not kept up
 thereon then this conveyance shall become absolute and
 the whole principal of said note and interest thereon,
 and all taxes and accruing penalties and interest and costs
 thereon remaining unpaid or which may have been
 paid by the party of the second part, and all sums
 paid by the party of the second part for insurance
 shall be due and payable or not at the option of the
 party of the second part: and it shall be lawful
 for the party of the second part his executors admini-

On the original instrument are the following indorsements
 For and in consideration of Five hundred & seventeen & 9/10 to me in hand paid the receipt