

ASSIGNMENT

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of March 1929.

M. S. Brown.

STATE OF KANSAS
DOUGLAS COUNTY SS.

BE IT REMEMBERED, That on this 21st day of March 1929, before me a Notary Public in and for said County and State, came M. S. Brown, 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.

Legal Seal

My commission expires January 27, 1931

F. C. Whipple Notary Public

Recorded March 23, 1929 A. D. at 9:00 A. M.

Elsie C. Armstrong

-Register of Deeds

MORTGAGE

THIS INDENTURE, made the 14th day of March, A. D. 1929 between James W. Smith and Grace L. Smith, his wife, 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 Two Thousand and no/100 dollars to them in hand paid, the receipt whereof, is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas, and State of Kansas, to-wit:

Northwest Quarter of Northeast Quarter and South Half of Northeast Quarter of Northeast Quarter of Section Five (5), Township Thirteen (13), Range Twenty (20), East of the Sixth Principal Meridian.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns, forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

CONDITIONED, HOWEVER, That if James W. Smith and Grace L. Smith, his wife, said parties of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, on April 1, 1934, the sum of Two Thousand and no/100 Dollars with interest, according to the terms of a promissory note bearing even date herewith executed by James W. Smith and Grace L. Smith, his wife, said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon the official receipt of the proper officer showing payment of all such taxes and assessments; and , so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insure against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than ---- dollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the building shall be kept insured for a sufficient amount also to comply with such co-insurance conditions), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which satisfaction the parties of the first part agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly delivered or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage, and shall be due from and payable by the parties of the first part to the party of the second part, its successors or assigns, immediately upon being paid by the party of the second part, its successors or assigns, but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

Rec. No. 115
Rec. Paid 5.00

Net Total 5.00

[illegible]