

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 administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors administrators or assigns and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument together with the costs and charges of making such sale, and the overplus, if any there shall be paid by the party making such sale, on demand to the said parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of  
 John Kasberger (Seal)  
 Emma Kasberger (Seal)

STATE OF KANSAS,  
 DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 6th day of August A. D. 1931 before me, the undersigned, a Notary Public in and for said County and State, came John Kasberger and Emma Kasberger, his wife who are personally known to me to be the same person who executed the within instrument of writing and such person 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.

Legal Seal  
 My commission expires Dec. 29, 1932. Bernice E. Jones Notary Public

Recorded Aug. 6, A. D. 1931 at 4:00 P. M. *Edna C. Connelley* Register of Deeds

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ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That I the undersigned Nella A. Yenner assignee of the mortgage in that certain mortgage, which is recorded in the office of the Register of Deeds in and for Douglas County, Kansas at page 248 of Book 74 of Mortgages of the records of said office have, for value received, sold, assigned, transferred and set over the said Mortgage unto Wm. Middlekauff of Lawrence, Kansas the note therein described and secured thereby having been duly endorsed to the said assignee. WITNESS my hand this 4 day of August A. D. 1931.

Witness: Nella A. Yenner

STATE OF KANSAS,  
 COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 4th day of August A. D. Nineteen Hundred and 31 before me, the undersigned a Notary Public in and for the County and State aforesaid, came Nella A. Yenner who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I now hereunto set my hand and affix my notarial seal, the day and year last above written.

Legal Seal  
 Commission expires the 7th day of July A. D. 1932. Frank Fox

Recorded August 7, A. D. 1931 at 11:30 A. M. *Edna C. Connelley* Register of Deeds

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MORTGAGE

THIS INDENTURE, Made this eight day of August A.D. 1931 A.D. between Samuel W. Kennedy and Ivah L. Kennedy his wife, of Douglas County, in the State of Kansas, of the first part, and The Richland State Bank, of Shawnee County, in the State of Kansas, of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of Four Hundred No/100 and Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain sell and convey unto said parties of the second part, their heirs and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas, to-wit:

The East one half (1/2) of the South-west Quarter (SW 1/4) of Section Twenty-four (24) Township Thirteen (13) Range Seventeen (17)

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements and hereditaments and appurtenances thereto belonging or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Samuel W. Kennedy, and Ivah L. Kennedy his wife, have this day executed and delivered one certain promissory note in writing to said parties of the second part, of which the following is a copy:

\$400.00 Richland, Kansas, August 8th, 1931.

On or before August 8th, 1935 after date, I we, or either of us, promise to pay The Richland State Bank, or order, Four Hundred No/100 DOLLARS, at The Richland State Bank, Richland, Kansas, for value received, with interest at six per cent per annum from date until paid. Interest payable annually.

Samuel W. Kennedy  
 Ivah L. Kennedy

This mortgage is assigned on the original instrument.  
 # 1487  
 1487  
 100  
 of Samuel W. Kennedy & Ivah L. Kennedy, the within named party of the first part, to The Richland State Bank, of Shawnee County, Kansas, the within named party of the second part, for the purpose of securing the payment of the within mortgage.  
 Witness my hand and seal this 8th day of August, 1931.  
 Edna C. Connelley, Register of Deeds.  
 State of Kansas.