

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 20th day of August A. D. 1931 before me F. C. Whipple a Notary Public in and for said County and State came S. Spotts to me personally known to be the same person who executed the foregoing instrument of writing and 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

F. C. Whipple Notary Public

My commission expires Jan. 27, 1935

Recorded August 25, A. D. 1931 at 1:30 P. M.

Edw. E. Cunningham

Register of Deeds

PARTIAL ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That Richard C. Byerley of Bunkerhill, Russell County, Kansas the owner of a One-Fifth interest in a certain mortgage of \$5200.00 filed in Douglas County, Kansas, in Book 59 Page 619 of Mortgages in consideration of Five Hundred Twenty Dollars (\$520.00) to him in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, and set over and convey to Effie Otto, her heirs or assigns the one-half of his interest of one fifth of said mortgage, (or a one tenth interest in the whole mortgage) the Real Estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.
TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless to the conditions therein named.
IN WITNESS WHEREOF, the said mortgagee has hereunto set his hand this 22nd day of August 1931.

Executed in presence of
C. H. Otto

R. C. Byerley

STATE OF KANSAS,
COUNTY OF RUSSELL, SS.

BE IT REMEMBERED, That on this 22nd day of August 1931 before me Ray Shaffer a Notary Public in and for said County and State, came Richard C. Byerley, to me known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Legal Seal

Ray Shaffer Notary Public

My commission expires Dec. 17th 1934

Recorded August 27, A. D. 1931 at 8:30 A. M.

Edw. E. Cunningham

Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 27th day of August in the year of our Lord one thousand nine hundred and thirty-one between J. A. Deppe, a single man of--in the County of Douglas and State of Kansas party of the first part and E. L. O'Neil party of the second part;
WITNESSETH, That the said party of the first part, in consideration of the sum of \$150.00 One Hundred Fifty and no/100 Dollars to him duly paid, the receipt of which is hereby acknowledged has sold, and by these presents does Grant, 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: The East Eight (8) acres of the South Half of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-one (31) Township Fourteen (14) Range Twenty-one (21) east of the Sixth principal meridian, with the appurtenances and all the estate, title and interest of the said party of the first part herein. And the said party of the first part 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 indefeasible estate of inheritance therein, free and clear of all encumbrances. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$ blank Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$150.00 One Hundred Fifty and no/100 Dollars, according to the terms of a certain Mortgage note or bond, this day executed by the said party of the first part and payable on the 27th day of Aug. 1933 to the order of said second party. And this conveyance shall be void if such payment be made as is herein specified. Put if default be made in such payment or any part thereof or interest thereon or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon as provided herein, or if the buildings are not kept in good repair or if the improvements are not kept in good condition, or if waste is committed on said premises then this conveyance shall become absolute and the whole sum

Exp. No. 1518-

Fee Paid \$3.75

The following is abstracted from the original instrument:
The within Mortgage having been duly acknowledged by the parties thereto and being in full of all indebtedness on this day the original instrument, this 12 day of Nov. 1931
H. E. O'Neil
Recorder of Deeds