

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That M. J. Skiles of the first part, in consideration of the sum of Two Thousand Dollars to him in hand paid by Bernard S. Gillis of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 20th day of July in the year 1920 made by C. A. Tuttle and Nellie A. Tuttle, his wife in favor of M. J. Skiles and conveying the Southeast Quarter (SE $\frac{1}{4}$ ) of Section eight (8) Township Thirteen (13) Range Twenty (20) East of the 6th P. M. in Douglas county, in the state of Kansas and which said mortgage was recorded in the records of said county on the 20th day of July in the year 1920 in book 58 of mortgages, on page 409 together with the notes or obligations therein described, without recourse or in any event or for any cause.

TO HAVE AND TO HOLD the same unto the said party of the second part, executors, administrators, or assigns subject only to the provisions in the said indenture of mortgage contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of April in the year One Thousand Nine Hundred twenty-six.

M. J. Skiles L.S.

In Presence of F. E. Hollingsworth

STATE OF NEBRASKA  
BUFFALO COUNTY, SS.

On this 17th day of April A. D. 1926 before me the undersigned F. E. Hollingsworth a Notary Public duly commissioned and qualified for and residing in said county, personally came M. J. Skiles to me known to be the identical person described in and who executed the foregoing conveyance as grantor, and acknowledged said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Legal Seal

My commission expires the 6th day of January 1929

F. E. Hollingsworth Notary Public

Recorded Sept. 25, A. D. 1931 at 3:30 P. M.

*Edw. D. Pennington* Register of Deeds

## MORTGAGE

THIS INDENTURE, Made this 22nd day of September in the year of our Lord nineteen hundred and thirty-one between Archibald B. Oliver, a single man (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and The Liberty Life Insurance Company of Topeka, Kansas, of the second part, WITNESSETH: That the party of the first part, in consideration of the sum of \$1900.00 Nineteen Hundred and 00/100 Dollars to him in hand paid, the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and convey to the said party of the second part, its successors and assigns forever the following tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to-wit: Beginning at a point on the West line of Kentucky Street, extended south from the southeast corner of Block 7 in Babcocks Addition to the City of Lawrence a distance of 190 feet; thence south along said extended west line of Kentucky Street 150 feet; thence due west 125 feet; thence north parallel to said west line of Kentucky Street 150 feet; thence due east to the point of beginning, all in the city of Lawrence, Douglas County, Kansas, with the appurtenances and all the estate, title and interest of the said party of the first part therein. 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that he has good right to sell and convey said premises, and that he will warrant and defend the same against the lawful claims of all persons.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \$1900.00 Nineteen Hundred and 00/100 Dollars, and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto; this day executed by the said party of the first part payable to The Liberty Life Insurance Co. or order, at the office of The Liberty Life Insurance Co. Topeka, Kansas, with interest payable semi-annually on the first day of April and October in each year. The party of the first part agrees that he will pay taxes and assessments upon said premises before they shall become delinquent and he will keep the buildings on said property insured for \$1200.00 in some approved Insurance Company, payable; in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now, If such payments to be made as herein specified, this conveyance shall be void, and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first part agree to pay to said second party or its assigns, interest at the rate of ten per cent per annum, computed semi-annually on said principal note from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be and not exceed, the legal rate of ten per cent per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance and may recover for all such payments, with interest at ten per cent, per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, its successors or assigns, at any time thereafter to sell the premises hereby granted or any part thereof, in the manner prescribed by law, Appraisal Waived or not at the option of the party of the second part, and out of the moneys arising from such sale to retain the amount then due, or to become due according to the conditions of this instrument and interest at ten per cent per annum from the time of said default until

Reg. No. 1567  
Fee Book 84 73

JOHN CALLAHAN Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing is a true and correct copy of the original as the same is on file in my office, and that the same is duly recorded in the Journal and Index of said County.

Witness my hand and seal this 18th day of September 1931.

*John Callahan*

ATTEST

*Harold D. Decker*  
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