

SAML. DODD WORTH STATIONERY CO. KANSAS CITY, MO. REV.

ASSIGNMENT

(The following is endorsed on the original instrument recorded in Mortgage Book 77, Page 192)

KNOW ALL MEN BY THESE PRESENTS, That John F. Johnson of Colorado Springs, Colo., _____ County, in the State of _____, the within named mortgagee in consideration of one dollar and other considerations Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Elmer J. Johnson, his heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and the 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 10th day of September, 1931.

Executed in presence of
J. D. Ackerman
C. G. Graham

John F. Johnson

State of Colorado,)
) SS.
El Paso County,)

BE IT REMEMBERED, That on this 22nd day of September, 1931 before me, the undersigned a Notary Public in and for said County and State, came John F. Johnson 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
My Commission expires January 22, 1935

Jasper D. Ackerman, Notary Public.

Recorded Dec. 26, A. D. 1931 at 8:00 A. M.

E. J. Ackerman Register of Deeds

CONTRACT AGREEMENT

This contract made and entered into on this 17th day of November 1931 by and between W. A. Colman and Stella Colman, wife, hereinafter referred to as parties of the first part and Grace Elkin, M. L. Colman, Lee Colman, Willis R. Colman and Aileen Blaes, hereinafter referred to as parties of the second part, is to the effect that whereas,

The parties of the second part are children of W. A. Colman party of the first part and are all of full age; that W. A. Colman and wife and the parties of the second part desire by this arrangement to secure to the parties of the first part provisions for the partial maintenance of said W. A. Colman during the term of his natural life and to secure the repayment at the death of said W. A. Colman of money advanced hereunder.

Now therefore to the end that said advancements be made by the parties of the second part and secured by the parties of the first part this contract is this day made.

It is hereby agreed by all the parties hereto that the parties of the second part will on their part advance to said W. A. Colman on the first days of March and December of each year hereafter during the life of said W. A. Colman \$250.00 on each of said dates less sufficient amount of the money to pay the interest as the same may accrue upon a certain mortgage that now is an incumbrance upon the south half of the real estate hereinafter described. It is specifically understood and agreed that each one of said parties of the second part is to pay \$50.00 on each of said dates and each one is bound only for the payment of said \$50.00 on said dates and is not bound to pay the amount hereby agreed to be paid by any other of the parties of the second part. If however one or more of the parties of the second part should fail and neglect to pay his particular portion of said \$500.00 each year then anyone or more of said parties of the second part may make the payment that should have been paid by the party or parties neglecting so to do and be secured for the repayment thereof by the terms of this contract as herein set forth.

As above stated the said \$500.00 is to be paid each year for and during the natural life of said W. A. Colman. At the time of the death of said W. A. Colman an account shall be taken and stated and the amount thus advanced by each one under this agreement determined and paid back to each one of the parties of the second part respectively with interest at six per cent from the date of making such advancement. It is understood that W. A. Colman is indebted to M. L. Colman, son in the sum of \$350.00 with interest, to Lee Colman \$297.00 with interest and Willis R. Colman \$100.00 with interest. Touching said indebtedness which is all represented by promissory notes unsecured it is agreed among the parties of the second part that each will on or before January 1, 1932 contribute his one-fifth portion of said indebtedness and pay the same off and such amount so contributed shall be carried and considered the same as the annual payments of \$500.00 and shall enter into the account to taken upon the death of W. A. Colman as apart of the indebtedness contemplated in this contract and shall be secured in the same manner.

All of the sums of money with interest thereon are hereby secured by this contract and this contract shall stand as a mortgage to secure such payments upon the following described real estate:

The southeast quarter, section 24, township 12, range 18, Douglas County Kansas

and this contract shall be taken, construed and held to be a mortgage and mature upon the death of