

260

the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings, if any, erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of insurable interest, for the benefit of the said party of the second part or its assigns; and in default thereof said party of the second part may at his option effect such insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 10 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its heirs and assigns forever; against the lawful claim of all persons whomsoever.

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

Delbert L. Eberhart
Delbert L. Eberhart

Peggy Ann Eberhart
Peggy Ann Eberhart

MISSOURI ACKNOWLEDGMENT--MAN AND WIFE

State of Missouri
County of Clay

On this 3rd day of September, 1969 before me, LaVerna M. Norton, a Notary Public, personally appeared Delbert L. Eberhart and Peggy Ann Eberhart his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jackson County, Missouri the day and year last above written.

LaVerna M. Norton
Notary Public in and for said County and State.



My commission expires January 27, 1972

Recorded November 21, 1969 at 9:48 A.M.

Janice Beem Register of Deeds