

such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first party in payments as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said party of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the party of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second at the costs and expense of the party of the first part; otherwise to remain in full force and virtue.

In witness whereof, the said party of the first part has hereunto set his hand and seal on the day and year first above written.

William H. Davis, (Seal)

State of Kansas,)
County of Douglas,)ss.

Be it remembered, that on this 22nd day of December A.D. 1920, before me the undersigned, a Notary Public in and for the County and State aforesaid, came William H. Davis, a widower, who is personally known to me to be the same person who executed the foregoing mortgage, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

R. M. Morrison,

Term expires Feb. 23rd, 1922.

(L.S.)

Notary Public, Douglas County, Kansas.

Recorded December 22, 1920, *
At 4:10 o'clock P.M.

Edwin Norchrup
Register of Deeds,
Terre Plora
Deputy.

ASSIGNMENT.

For Value Received, the Maxwell Investment Company, a corporation organized and existing under the laws of the State of Missouri, hereby sells, transfers, conveys and sets over unto Metropolitan Life Insurance Co. its successors or assigns, a certain mortgage, dated the first day of July 1920 executed by James E. Dyer, a widower given to secure Three Thousand Dollars, and interest thereon, and filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book 57 of Mortgages at page 395, together with the note and all obligations secured by said mortgage.

In witness whereof, the Maxwell Investment Company has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto attached, attested by its Assistant Secretary, this 1st day of November 1920.

Maxwell Investment Company,
By Wm. L. Maxwell,

Vice-President.

Attest:

A. W. Hoover, Assistant Secretary. (Cor. S.)

State of Missouri,)
County of Jackson,)ss.

Be it remembered that on this 1st day of November A.D. 1920, before me, a Notary Public duly qualified for and residing within said County and State, personally appeared Wm. L. Maxwell to me personally known to be the same person who executed the foregoing instrument and who being by me duly sworn on his oath states that he is the Vice President of Maxwell Investment Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Wm. L. Maxwell duly acknowledged that he executed such instrument as the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and notarial seal at my office in Kansas City, Mo.

Mabelle Largent,
Notary Public in and for Jackson
County, Missouri.

My commission expires December 22, 1923. (L.S.)

Recorded Dec. 23, 1920, *
At 9:20 o'clock A.M.

Edwin Norchrup
Register of Deeds,
Terre Plora
Deputy.

*The Undersigned Secretary of America
By Frederick H. Boyle
Vice President
Frederick H. Boyle*

*Attest
Geo. P. Williams
Assistant Secretary
June 11 1924
Geo. P. Williams
Assistant Secretary
June 11 1924
Geo. P. Williams
Assistant Secretary*