

SAUL DOOSWORTH STATIONERY CO KANSAS CITY MO 64114

Fifth.--That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or encumbrance on the said premises, pay any costs, charges or attorney fees necessary to maintain the priority of this mortgage, pay any of the above mentioned taxes or assessments, make all needed repairs and effect the required insurance; and any sums so paid shall become a lien upon the said real estate and be collected as a part of the principal debt hereby secured with interest at ten per cent per annum.

Sixth.--That the parties hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind herself, her heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh.--That if such payments as are herein specified be made, this conveyance shall be void; but in case of default in payment of any installment, either of interest or of principal or after, during the continuance of such default, the said party of the second part may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said principal debt upon maturity, the said party of the second part shall be entitled to the immediate possession of said premises and to receive the rents and profits therefrom as additional and collateral security for the indebtedness hereunder, and may proceed to foreclose this mortgage; and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of ten per cent per annum; and in case of foreclosure the judgment rendered shall provide that the real estate shall be sold in the entirety and not in parcels, and any then existing law reducing the present redemption period may govern, at the option of the holder of this mortgage; and said first party hereby expressly waives an appraisalment of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas, now existing or hereafter enacted.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto subscribed her name and affixed her seal on the day and year above mentioned.

Executed and delivered in presence of

Ethel F. Mull (Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25th day of April, A. D. 1925, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ethel F. Mull (a single woman) to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same to be her voluntary act and deed.

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

L. S.

F. C. Whipple
Notary Public

Commission expires Jan. 27, 1927.

Assignment

FROM

Wm. Boehm

TO

C. L. Hess,

State of Kansas, Douglas County, ss.

This instrument was filed for record on this 5th day of May, A. D. 1925, at 2:05 o'clock P. M.

Don S. Williams
Register of Deeds

By-----Deputy

Know all men by these presents that W. Boehm of the City of Rushville in the State of Illinois, as mortgagee in consideration of the sum of Twelve Hundred and Fifty Dollars (\$1250.00) to him paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer set over and convey unto, C. L. Hess, his heirs and assigns, a certain mortgage deed, the real estate conveyed and the promissory note and coupons thereunto attached, debts and claims thereby secured and all the covenants therein contained, made the 25th day of August, 1914, for the sum of Twelve Hundred and Fifty Dollars (\$1250.00) by Dora E. Dingle a widow, of Elmer in the County of Ottawa and State of Ohio, and recorded in Douglas County, Kansas on the 29th day of August 1914, at 10:15 o'clock A. M. in Book 53 of Mortgages, at page 140, to have and to hold the same forever.

In witness whereof the said W. Boehm as mortgagee has hereunto set his hand on this the 27th day of June, 1918.

Wm. Boehm.

State of Illinois,
SS
County of Schuyler

BE IT REMEMBERED that on this 27th day of June, 1918, before me a Notary Public in and for the county and state aforesaid, came Wm. Boehm to me personally known to be the same person who executed the above foregoing instrument of writing, and such person duly acknowledged the execution of the same.

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

L. S.

Don Garrison
Notary Public

My Commission expires May 24, 1922.