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## MORTGAGE RECORD 67

said principal sum after the same becomes due or payable, according to the tenor and effect of a pro-miscory note, bearing even date herewith, executed by the said party of the first part and payable at the office of The Mutual Benefit Life Insurance Company, in Normark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part otherwise to remain in full force and effect. And the said party of the first part do hereby covenant and agree to pay, or cause ind expense of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns: in maintaining the legality and priority of the said party of the first part do further covenant and agree, until the date and priority of the said party of the first part do further covenant and agree, until the date and priority of the said party of the first part do further covenant and agree, until the date and priority of the said party of the first part do further covenant and agree.

and priority of this mortgese. And the said party of the first part do further covenant and agree, until the dolt hereby secured is fully satisfied, to pay all legal takes and assessments levied under the laws of the state of Kansas, on said premises, or on the lien created by this instrument, before any penalty for State of Kansas, on said premises, or on the lien created by this instrument, before any penalty for state of Kansas, on said premises, or on the lien created by this instrument, before any penalty for the buildings thereon in good repair nd insured in insurance companies acceptable to the said party of the buildings thereon in good repair nd insured in case of failure to do so, the said party of the ance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its uccessors or assigns may pay such taxes and assessments, make such repairs, or effect uninsurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cont. per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

principal sum hereby secured. And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such defauit, the said party of the second part, its successors or assigns, may, without notice, declare the entire the said party of the second part, its successors or assigns, may, without notice, declare the entire promissory note at maturity, the said party of the said part, its successors or assigns, shall be en-titled to immediate possession of said promises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels. not in parcels.

In Witness Whereof, the said party of the first part have hereunto set their hands the day and year first above written.

Birdie B. Hemphill Chailes W. Hemphill

State of Kansas, SS

County of Douglas

On this 27th day of May A. D. 1925, before me, a Notary On this 2/th day or May A. D. 1925, before me, a Notary Public, in and for said County, personally appoared Birdis B. Hamphill and Charles W. Hemphill wife and huzband to me known to be the persons named in and who executed the foregoing instrument, and ac-knowledged that they executed the same as their voluntary act and deed. Witness my hand and official seal, the day and year last above written.

L. S.

FRON

My commission expires Nov. 13th, 1927.

J. E. Brasfield Notary Fublic.

1925, at 8:35

State of Kansas, Douglas County, 85

This instrument was filed for record on this 28 day of May A. D.

Register of Deeds

Qua E. Wellman

o'clock A. M.

ASSIGNMENT OF MORTGAGE

FROM L. R. Steere,

TO William Deering Howe

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KNOV ALL MEN BY THESE PRESENTS:

That L. R. Steere of Cook County, in the State of Illinois in consideration of the That L. B. Steere of Cook County, in the State of Illinois in consideration of the sum of Two Thousand and no Dollars, to it in hand paid, the roceipt whereof is hereby actionwided, do hereby SELL, ASSIGN, TEMNSPER, SET OVER and CONVEY unto William Deering Howe heirs and assigns, one certain mortgage, date the 1st day of Hovember 1923, excented by Frederic H. Moore and Lauretta Man Moore, his wife; to The Central Trust Company, Topeka, Kansas, upon the following described property, to wit: The East Half of the West Half of the Southwest of fractional section 28, Tommship 11, Range 18, East of the Sixth Frincipal Meridian, less Railroad Right-of-may and contg. and 133 acres, more or less, Douglas County, Kansas, given to secure the payaent of \$2000.00 and the interest thereon, and day filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in BOM OF MORTGAGES 65 on page 543, together with the note, debt and claim secured by said mortgage, and the ovenants conteined in said mortgage.

WITNESS WHEREOF, I have hereunto set my hand, this sixteenth day of May, 1925.

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Executed in presence of H. J. Kaupka

L. R. Steero

State of Illinois, Cook County, ss. BE IT RENAIDERED, That on this sixteenth day of May 1925, before me, the undersigned, a Notary Public in and for said County and State, came L. R. Steere who is personally known to me to be the same person who executed the foregoing assignment of Mortgage, and such person duly acknowledged

the execution of the same. IN WITHESS WHEN-OF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

L. S.

Hiran B. Curtis Notary Public

(Term Expires March 18, 1926)