

SAML. DODSWORTH STATIONERY CO. KANSAS CITY MO 64114

with all the improvements thereon and the appurtenances thereunto belonging, subject only to a mortgage of even date herewith for Nine Thousand Dollars and interest thereon, between the same parties, conveying the same real estate herein described.

This mortgage is given as security for performance of the covenants herein; and to secure payment to Southwest Mortgage Company, its successors and assigns, of the aggregate sum of Four hundred Fifty Dollars, according to the terms of five promissory notes of even date herewith as follows:

No. 1, \$90.00 due November 1, 1926  
No. 2, \$90.00 due November 1, 1927  
No. 3, \$90.00 due November 1, 1928  
No. 4, \$90.00 due November 1, 1929  
No. 5, \$90.00 due November 1, 1930

No. 6, \$-----Due-----1, 19--  
No. 7, \$-----Due-----1, 19--  
No. 8, \$-----Due-----1, 19--  
No. 9, \$-----Due-----1, 19--  
No. 10, \$-----Due-----1, 19--

with interest at 10 per cent per annum from maturity until paid, said notes and interest being payable at the Southwest Trust Company, Kansas City, Missouri.

Now, if the party of the first party shall fail to pay, or cause to be paid any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions contained in a prior bond or mortgage to this mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, without notice, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal distinctly waived, and out of the moneys arising from such sale to retain the amount making such sale; and the overplus, if any there be, shall be paid into court, to await the further order of the court; and in case of such foreclosure, and as often as any such proceedings may be commenced the party of the first part agrees to pay the price of extending this mortgage to the date of filing such foreclosure case, which abstract expenses shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage, and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

The property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or of payment be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Dated this first day of October, 1925.

O. M. Rew  
Janie Rew

Witnesses:

State of Kansas, ) ss.  
County of Johnson)

Before me the undersigned, a Notary Public, in and for said County and State, on this 29 day of October, 1925, personally appeared O. M. Rew, and Janie Rew his wife, to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged execution of the same.

L. S.

My commission expires April 19, 1927

Witness my hand and notarial seal the day and year above set forth.

Howard C. Bigelow,  
Notary Public in and for Johnson County,  
Kansas.

#### ASSIGNMENT

From  
Carl Antrim  
To  
Merchants Loan & Savings Bank

State of Kansas, Douglas County, ss.  
This instrument filed for record  
November 3, 1925 9:25 A. M.

*John E. Wellsman*  
Register of Deeds.

FOR VALUE RECEIVED, I hereby sell, transfer and assign to The Merchants Loan and Savings Bank, all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by J. C. Bunn and Wife to The Merchants Loan & Savings Bank, which mortgage is recorded in Book 61 of Mortgages, Page 300, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, I have set my hand this 2nd day of November 1925  
Carl Antrim.

State of Kansas, )  
County of Douglas) ss.

BE IT REMEMBERED, That on this 2nd day of November 1925, before me, a Notary Public in and for said County and State, came Carl Antrim to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

L. S.

My commission expires January 27, 1927.

F. C. Whipple, Notary Public

*The following is indicated on the original instrument:  
\$450.00  
Recorded of 27. Rew and Janie Rew having the same mortgage  
mortgage of 29. Rew and Janie Rew having the same mortgage  
and full satisfaction of the indebtedness thereon.  
Copied and  
Recorded Nov 17 1925  
John E. Wellsman  
Register of Deeds*