

BANK OF MORTGAGE STATIONERY CO. KANSAS CITY, MO. 64114

second part, its successors and assigns, as follows:

First, To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate. To pay all taxes assessed in Kansas against said party of the second part, or its assigns, on this mortgage or the notes or debt secured hereby, before the same become delinquent provided the amount of such latter taxes together with the interest on the loan secured hereby does not exceed the maximum permitted by law to be paid but if it does the excess is to be paid by the said party of the second part. If said party of the first part does not pay the taxes liens or assessments herein covenanted to be paid, the holder of this mortgage may pay them and be entitled to interest on the same at the rate of ten per cent per annum and this mortgage shall stand as security for the amount so paid with interest.

Second, To keep said real estate and all buildings fences and other improvements on said real estate in as good condition and repair as of this date. To permit no waste or allow any cutting of timber except for making and repairing the fences on the place and such as shall be necessary for fire wood for use on said real estate.

Third, To keep at the option of the said party of the second part the buildings on said premises insured in some fire insurance company approved by the said party of the second part for the insurable value thereof, with the usual form of assignment of said party of the second part attached, policy and renewal receipts to said party of the second part or assigns, and deliver the same so insured, and to deliver the policy or renewal receipts as agreed the holder of this mortgage may effect such insurance and the amount so paid with interest at ten per cent per annum shall be secured by this mortgage.

Fourth, In case taxes, assessments liens and insurance premiums are paid as herein provided by the party of the second part, the amount so paid may be collected from the party of the first part on demand together with interest at ten per cent per annum from date of payment.

Fifth, If the maker or makers of said notes shall fail to pay any of said notes when the same become due or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due or there is a failure to conform to or comply with any of the foregoing covenant or agreements; the whole sum of money herein secured shall thereupon become due and payable at the option of the said party of the second part without notice and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent per annum after maturity by default or otherwise until paid.

When the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage all claim for statutory penalty or damages is hereby waived otherwise to remain in full force and effect.

In Testimony Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

James Dyer. Seal

State of Kansas |
Franklin County [SS.

Be It Remembered, That on this 16th day of November 1925 before the undersigned a Notary Public in and for said county appeared James Dyer unmarried who is personally known to be the identical person who executed the foregoing mortgage deed 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 June 2, 1928.

H.E. Rodgers.
Notary Public,
Franklin County, Kansas

From
J.H. Holke
To
W.E. Spalding.

ASSIGNMENT.

State of Kansas, Douglas Co. ss
This instrument was filed for record
Nov. 19, 1925, At 9:20 A.M.

Register of Deeds.

The following is endorsed on original instrument Book 63, page 361)

Know All Men by These Presents. That J.H. Holke of Douglas County in the State of Kansas the within named mortgagee in consideration of twelve Hundred & no/100 Dollars to him in hand paid the receipt whereof is hereby acknowledged does hereby sell, assign, transfer set over and convey unto W.E. Spalding heirs and assigns the within mortgage deed the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained.

To Have and To Hold The Same Forever, Subject nevertheless to the conditions therein named
In Witness Whereof, The said mortgagee has hereunto set his hand this 26 the day of Sept. 1925.
Executed in presence of

J.H. Holke.

State of Kansas |
Douglas County, [SS.

Be It Remembered, That on this 26th day of Sept A.D. 1925 before me A.E. McClanahan a Notary Public in and for said county and State came J.H. Holke to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same,

In Witness Whereof I have hereunto subscribed my name and affixed my official seal the day and year last above written.

L.S.
My Commission expires Apr. 20, 1929.

A.F. McClanahan.
Notary Public.