

SARL BODENWORTH STATIONERY CO KANSAS CITY MO 64114

secured hereby are given to secure part of the purchase price of said property.

NOW, If the said Peter Dougherty shall well and truly pay, or cause to be paid, the sum of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void, but if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said notes and the whole of said sums shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part her heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said notes and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said party of the first part, his heirs and assigns, and all persons claiming under him, at which sale, appraisement of said property is hereby waived by said party of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said party of the first part. And the said party of the first part shall and will at his own expense from the date of the execution of this Mortgage until said notes and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of \$---dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in --own name-- and the premium or premiums, costs, charges, and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 6 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And the said party of the first part hereby covenant and agree that at the delivery hereof said Peter Dougherty is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance except as stated and that he will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part her heirs and assigns forever; against the lawful claim of all persons whomsoever.

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

Executed and Delivered in presence of:

Peter Dougherty.

State of Missouri ) SS  
County of Jackson)

Be It Remembered, That on this thirtieth day of December, A.D. 1925 before me the undersigned a Notary Public in and for the County and State aforesaid, came Peter Dougherty a single man who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of same.

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

Term expires September 30th 1929.

J. C. Gilmer, Notary Public.

From *(The following is endorsed on original instrument Book 67, Page 270) ASSIGNMENT*  
Maurine M. Staley.

State of Kansas, Douglas County, SS.  
This instrument filed for record  
Jan. 15, 1926 at 3:00 o'clock P.M.  
Jas E. Wellman  
Register of Deeds.

To Mercer W. Gilmer & Lee J. Talbott.

Know All Men by These Presents:

That Maurine M. Staley of Jackson County, in the State of Missouri the within named mortgagee in consideration of the sum of One thousand Dollars, to her in hand paid, the receipt of which is hereby acknowledged, does hereby sell assign, transfer, set over and convey unto Mercer W. Gilmer and Lee J. Talbott, their heirs and assigns, the within Mortgage deed, the real estate conveyed, and the promissory notes, debts and claims thereby secured, and covenants therein contained.

To Have and to Hold the Same, forever; subject, nevertheless, to the conditions therein contained.

In Witness Whereof, The said mortgagee has hereunto set her hand this 31st day of December, 1925.

Executed in Presence of

Maurine M. Staley

Frank Chapin.

State of Missouri ) SS  
County of Jackson)

Be It Remembered, That on this 31st day of December, A.D. 1925, before me the undersigned a Notary Public in and for said county and state, came Maurine M. Staley 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 Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

L.S.

Term expires September 30th, 1929.

J. C. Gilmer

Notary Public.

From Central Trust Co.

To Northfield Savings Bank,

State of Kansas Douglas County, ss;  
This instrument filed for record  
Jan. 16th, 1926 at 2:20 PM.

Jas E. Wellman  
Register of Deeds

*The following is endorsed on original instrument Book 70 Page 4.*

For Value Received, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to --Northfield Savings Bank, Northfield, Vermont, January 15, 1926.

The Central Trust Co.  
By Chester Woodward  
Vice President.

Corp Seal

State of Kansas, Shawnee County, ss;

Be It Remembered That on this 15th day of January 1926 before me, the undersigned a Notary Public in and for the County and State aforesaid, came Chester Woodward, Vice President of the Central Trust Co. a corporation, to me personally known to be the such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknow-