

or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official seal of the proper officer showing payment of all taxes and assessments; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the parties of the first part agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

In presence of
J.V. Kelly

John B. Barnes
Hazel S. Barnes

State of Kansas)
Douglas County) ss;

On this 19th day of Feb'y A.D. 1927, before me personally appeared --JOHN O. BARNES and HAZEL S. BARNES, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

J. V. Kelly
Notary Public in and for said County

L.S.
My Commission expires
May 24-1930.

ASSIGNMENT.

From
Merchants Loan & Savings Bank,
To
Ida F. Hundley

State of Kansas, Douglas County, ss;
This instrument filed Feb. 15th, 1927
at 1:35 A.M.

Ida E. Wellman
Register of Deeds

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Ida F. Hundley all our right title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Eliza L. Gillham & A.W. Gillham, her husband, to The Merchants Loan & Savings Bank, which mortgage is recorded in Book 69 of Mortgages, Page 543, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, We have hereunto set our hand this 15th day of February 1927.

The Merchants Loan and Savings Bank
By F.C. Whipple
Cashier.

Corp Seal.

State of Kansas)
Douglas County) ss;

Be It Remembered That on this 15th day of February 1927, before me, a Notary Public in and for said County and State, came F.C. Whipple, Cashier of The Merchants Loan and Savings Bank, 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
July 24, 1929.

W. F. March.
Notary Public

Recorded Feb. 27-1930. The following is a copy of the original instrument, as the same appears in the records of the State of Kansas, to wit: The County of Douglas, Kansas, in and for said County, before me personally appeared John O. Barnes and Hazel S. Barnes, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed. J. V. Kelly, Notary Public in and for said County.

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