

BANK DOWNTOWN STATIONARY CO. KANSAS CITY MO 64114

thereof in the manner proscribed by law, and out of all the moneys arising from such sale, to retain the amount then due for the principal and interest together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to said party of the first party heirs and assigns.

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

Signed, sealed and delivered in presence
of.

John M. Newlin (SEAL)

State of Kansas }
Douglas County } SS

Be it remembered, That on this fifth day of March A.D. 1927 before me the undersigned a Notary Public in and for said county and state, came John M. Newlin a widower, 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 on the day and year last above written.

IS
My commission expires April 20, 1928.

A.F. McClanahan
Notary Public.

From
Floyd E. Kalb
To
Collins Mtg. co.

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Mch. 11, 1927, At 2:00 P.M.

2470
1150
Register of Deeds.

This Indenture, Made the 1st day of March A.D. 1927 between Floyd E. Kalb and Maggie Kalb his wife parties of the first part and Collins Mortgage Company, a corporation party of the second part Witnesseth, That the said parties of the first part in consideration of Forty Six Hundred and no/100 Dollars, to them in hand paid the receipt whereof is hereby acknowledged do by these presents, grant bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described real estate situated in the County, of Douglas and state of Kansas, to-wit:

Northeast quarter of northeast quarter of section seventeen (17) and south half of northwest quarter of section six (6) all in township fifteen (15) Range twenty one (21) east of sixth Principal Meridian.

Together with the privileges and appurtenances to the same belonging.

To Have and To Hold the same to the said party of the second part, its successors and assigns forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, all persons whomsoever, and waive all right of homestead therein.

Conditioned, however, That if Floyd E. Kalb and Maggie Kalb his wife said parties of the first part their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part its successors or assigns, on March 1, 1937 the sum of Forty six Hundred and no/100 Dollars with interest according to the terms of a promissory note bearing even date herewith executed by Floyd E. Kalb and Maggie Kalb his wife said parties of the first part to the said party of the second part and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof or upon the interest of the mortgage, 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 showing payment of all such taxes and assessments; and shall keep the buildings and other improvements on 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 instalment of said note of or interest thereon then 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 have hereunto set their hands the day and year first above written.

In Presence of
W.W. Moherman.

Floyd E. Kalb
Maggie Kalb.

State of Kansas }
Franklin County } SS

On this 9 day of March A.D. 1927 before me personally appeared Floyd E. Kalb and Maggie Kalb 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.

IS---My commission expires June 7th, 1930.

W.W. Moherman.
Notary Public in and for said county.