

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 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 receipt of the proper officer showing payment of all such 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 instalment 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 parties herunto set their hands the day and year first above written.

C.W. Kilgore
Minnie W. Kilgore

State of Kansas I
Douglas County ISS

On this Twenty third day of December A.D. 1927 before me personally appeared C.W. Kilgore and Minnie W. Kilgore 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.

In presence of:

John H. Tucker
Notary Public in and for said county.

LS

My commission expires Sept 9, 1929.

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From D. Coen Byrn ASSIGNMENT. State of Kansas Douglas Co. ss
To Douglas Co. Bldg. & L. Ass'n Filed for record Dec. 27, 1927
At 10:25 A.M.
John H. Tucker
Register of Deeds

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Douglas County Building & Loan Association.

D. Coen Byrn

State of Kansas I
County of Douglas ISS

Be it remembered, that on this 24th day of December A.D. 1927 before me the undersigned a Notary Public in and for said County and State came D. Coen Byrn the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage of such mortgage and such person duly acknowledged the execution of said assignment.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Geo W. Kuhne
Notary Public

LS

My commission expires Jan. 25, 1930.

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From Robert Laughlin ASSIGNMENT.
To Gideon Neils

State of Kansas Douglas Co. ss
Filed for record Dec 30, 1927
At 11:40 A.M.

John H. Tucker
Register of Deeds

For Value Received, I hereby sell, transfer and assign to Gideon Neils all my right, title and interest in and to a certain mortgage and the indebtedness secured thereby made and executed by R.O. Welborn, Clyde Welborn, Robert Edwards Welborn and Rankin Perry Welborn to The Citizens State Bank, Lawrence, Kansas which mortgage is recorded in Book 247 of Mortgages, Page 335-336 in the office of the Register of Deeds in Leavenworth County, Kansas.

In Witness Whereof, I have hereunto set my hand 30th day of August 1927.

Robert Laughlin.