

MORTGAGE RECORD 75

and out of all the moneys arising from the sale under any such proceeding to retain the amount then due for principal and interest, together with the costs as hereinafter provided, and charges of making such foreclosure sale, and the surplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part, their heirs or assigns.

And said parties further expressly agree that they will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the state of Kansas, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising therefrom. Upon violation of this agreement then and in any such event the debt hereby secured, without any deduction, shall, at the option of the mortgagee become immediately due and collectible; and the said first parties shall not be entitled to any offsets against the sums hereby secured for taxes or assessments so paid.

And said first parties further expressly agree that they will at their own expense until the indebtedness herein recited is fully paid, keep the buildings erected on said lands insured against loss by fire lightning and wind storm in the sum of -----Dollars. In insurance companies approved by said second party, its successors or assigns, each policy having a subrogation mortgage clause attached thereto with loss, if any, payable to said second party, or assigns. In case of failure of said first parties to maintain insurance as agreed, then said party of the second part, its successors or assigns may effect such insurance, and said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. In case of a failure of the parties of the first part to pay taxes, insurance and all assessments on said property including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns, and all taxes levied upon this mortgage or the notes secured thereby, the party of the second part may pay the same and the amount thereof shall be added to and deemed a part of the principal sum secured hereby and bear ten per centum interest per annum and be repayable by the parties of the first part on demand. And in the event of the foreclosure of this mortgage the amount so paid shall be included in any judgment or decree rendered therein.

In Witness Whereof the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Charles A. McKinney (SEAL)
Rosa K. McKinney (SEAL)

State of Kansas |
County of Douglas | SS

On this 24th day of September A.D. 1928 before me personally appeared Charles A. McKinney and Rosa K. McKinney 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.

E.L. Bacon
Notary Public in and for said
County.

My commission expires July 22, 1931.

From
Emma E. McElhiney
Watkins Nat'l Bank/

ASSIGNMENT

State of Kansas Douglas Co. ss
Filed for record Sept. 25, 1928
At 2:55 P.M.

The following is endorsed on original instrument book 64 page 342
For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Watkins National Bank.

State of Kansas |
County of Douglas | SS

Be it remembered, that on this 12th day of July A.D. 1928 before me the undersigned a Notary Public in and for said County and State, came Emma E. McElhiney the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment 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.

LS
My commission expires April 10, 1931.

A.F. Flinn
Notary Public

From
Central Trust Co.
To
Security Benefit Ass'n.

ASSIGNMENT

State of Kansas Douglas Co. ss
Filed for record Sept. 26, 1928
At 9:35 A.M.

Endorsed on original instrument book 65 page 43.

For Value received, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to The Security Benefit Association, Topeka, Kans. Nov. 24, 1923.

corp seal
State of Kansas |
Shawnee County | SS

The Central Trust Co.
By: Chester Woodward.
Vice President.

Be it remembered that on this day of Nov. 24, 1923 before me the undersigned a Notary