

## MORTGAGE RECORD 75

second party by reason of this assignment shall be applied: first, to the payment of matured installments; and second, the balance, if any, to the principal remaining unpaid; provided, that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such less made subsequent to the date of this mortgage.

If any of the payments in the above described note be not paid when due, or if part(y-ies) of the first part shall permit any taxes or assessments on said land to become delinquent, or fail to keep the buildings and improvements insured as herein provided or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall wilfully or by neglect permit any unreasonable depreciation in the value of said premises or the buildings and improvements thereon, or shall sell, convey, remove, or permit to be removed from said premises any of said buildings or improvements, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole note hereby secured shall, at the option of the party of the second part, become immediately due and payable, and this mortgage subject to foreclosure.

At any payment period after five years from the date hereof, part(y-ies) of the first part ha(g-ve) the privilege of paying any number of installment payments, or any portion thereof, on account of the principal of the debt hereby secured. Such additional payments are not to reduce thereafter the periodical payments herein contracted to be made, but are to operate to discharge the loan at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

Witness the hand(s) and seal(s) of the part(y-ies) of the first part the day and year first above written.

Henry H. Fishburn  
Nannie M. Fishburn

STATE OF KANSAS

SS.

COUNTY OF FRANKLIN

BE IT REMEMBERED That on this 26 day of March A. D. 1929 before the undersigned, a Notary Public within and for the County and State aforesaid, came Henry H. Fishburn and Nannie M. Fishburn, his wife to me personally known to be the same person(s) who executed the foregoing instrument, and duly acknowledged execution of the same.

In Witness Whereof, I have hereunto set my hand and official seal, the day and year last above written.

E. W. Smay Notary Public

Legal Seal My commission expires May 21, 1931.

In consideration of the making by The Federal Land Bank of Wichita, to Henry H. Fishburn of the loan secured by the within mortgage, the undersigned National Farm Loan Association hereby endorses this mortgage and guarantees the payment of principal and interest when due upon the indebtedness by this mortgage secured.

Dated this 27 day of March 1929

The Franklin County National Farm Loan Association of Ottawa, Kansas.

By John H. Young President  
E. W. Smay Secretary-Treasurer

Recorded March 27th 1929 A. D. at 2:30 P. M.

*W. E. Cantelero*

Register of Deeds

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ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That M. Ewing of Jackson County, in the State of Mo. in consideration of the sum of One dollar & other consideration and --- Dollars, to her in hand paid, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER, AND CONVEY unto The Watkins Nat'l Bank, of Lawrence, Kansas heirs and assigns, one certain mortgage, dated the 25th day of August 1925, executed by Eli Taylor & Lula May Taylor to Fannie A. Dodderidge upon the following-described property, to wit: All that part of the northeast quarter, sec. 13, lying east of the public road as now laid out and established, containing 7 1/2 acres more or less in Twp. 12, R. 18, also all of the NW 1/4 of Sec. 18 and the W 1/2 of the SW 1/4; The SE 1/4 of the SW 1/4, the W 1/2 of the NE 1/4 of the SW 1/4 and the SE 1/4 of the NE 1/4 of the SW 1/4 all in sec. 7, and Twp. 12, R. 19, aggregating 38 1/2 acres more or less, Douglas County, Kansas, given to secure the payment of \$3035.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Douglas County Kansas, and recorded in Book 84, on page 409 together with the note, debt and claim secured by said mortgage, and the covenants contained in said mortgage.

IN WITNESS WHEREOF, she has hereunto set her hand this Twenty-ninth day of January 1924

Executed in presence of

M. Ewing

STATE OF MISSOURI, JACKSON COUNTY, SS.

BE IT REMEMBERED, That on this 21 day of January 1924 before me, the undersigned a Notary Public in and for said County and State, came M. Ewing who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person she duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

Legal Seal

Mary Spoor

Term Expires-----

Recorded March 29, 1929 A. D. at 9:40 A. M.

*W. E. Cantelero*

Register of Deeds