

in which event this mortgage will be satisfied of record, the expense of which satisfaction 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 shall be due from and payable by the parties of the first part to the party of the second part, its successors or assigns, immediately upon being paid by the party of the second part, its successors or assigns; but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

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 part have hereunto set their hands the day and year first above written.

F. X. Jardon
Virginia Jardon
Irene Jardon
Francis J. Weems
Virginia Moherman
William Moherman
Richard Jardon

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

On this 14th day of January A. D. 1930 before me personally appeared F. X. Jardon, Virginia Jardon, his wife Irene Jardon, Francis J. Weems, Virginia Moherman and William Moherman to me known to be persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Legal Seal

My commission expires Aug. 20, 1932

C. B. Butell Notary Public in and for
County

STATE OF CALIFORNIA,
COUNTY OF KERN, SS.

On this 21st day of January in the year nineteen hundred and 30 A. D. before me Bessie M. Curtis a Notary Public in and for the said County of Kern, State of California, residing therein duly commissioned and sworn, personally appeared Richard Jardon proved to me, on the oath a competent and credible witness for that purpose by me duly sworn, to be the person described in, whose name is subscribed to, and who executed the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

Legal Seal

My Commission Expires August 27, 1932

Bessie M. Curtis
Notary Public in and for Kern County
State of California.

Recorded January 27, 1930 A. D. at 10:15 A. M.

Eric E. Amstutz Register of Deeds

MORTGAGE.

THIS INDENTURE, Made the 18th day of January A.D. 1930 between Mary E. Eberhart, a single woman, party of the first part, and Collins Mortgage Company, a corporation, party of the second part; Witnesseth, That the said party of the first part, in consideration of Twelve Hundred and no/100 dollars, to her in hand paid, the receipt whereof is hereby acknowledged, does 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:

A tract of land beginning at a point 81 rods East of the Northwest corner of the Southeast Quarter of Section Two (2), Township Fourteen (14), Range Nineteen (19); Thence East 79 rods to the Northeast corner of said Quarter Section; Thence South 92.8 rods; thence West 127 rods to the center of the public highway; thence following the center line of said highway in a Northeasterly direction about 110 rods to the point of beginning, containing 60 acres more or less. 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 party of the first part hereby covenants that she has good right to sell and convey said premises and that they are free from incumbrances, and hereby warrants the title thereto against all persons whomsoever, and waives all right of homestead therein.

Conditioned, however, That if Mary E. Eberhart, a single woman, said party of the first part, her heirs, executors, administrators or assigns, shall pay or caused to be paid to the said party

Reg. No. 576
Fee Paid 3.00
THIS MORTGAGE IS TO BE RELEASED BY THE COLLINS MORTGAGE COMPANY TO THE PARTY OF THE FIRST PART UPON THE PAYMENT OF THE FULL AMOUNT OF THE LOAN HEREBY SECURED BY THIS MORTGAGE.
The Release See Book 677 Page 30