

of the second part, its successors or assigns, on February 1st, 1935, the sum of Twelve Hundred and no/100 Dollars with interest, according to the terms of a promissory note bearing even date herewith executed by Mary E. Eberhart, a single woman, said party 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 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, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by said party of the second part, its successors or assigns, to the amount of not less than -----dollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the building shall be kept insured for a sufficient amount also to comply with such co-insurance conditions), with loss, if any, payable to the said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon insurance thereof deposit such policies with the said party of the second part, its successors or assigns; 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 expected; 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 part- of the first part hereby agrees to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which satisfaction the party of the first part agrees 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 heretofore 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 party 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 installment 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 party of the first part, become due and collectible at once by foreclosure or otherwise.

In Witness Whereof, the said party of the first part has hereunto set her hand the day and year first above written.

In presence of

State Of Kansas :  
Douglas County :SS.

On this 22nd day of January A.D. 1930, before me personally appeared Mary E. Eberhart, a single woman, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

SEAL

My commission expires December 15th, 1933.

Recorded January 28th, A. D. 1930, at 2:20 P. M.

Mary E. Eberhart

D Coen Byrn,  
Notary Public in and for said County.

*Elice E. Armstrong* Register of Deeds.

#### ASSIGNMENT

(The following is endorsed on the original mortgage recorded in book 70 page 330)  
Know all Men By These Presents, That Glenn R. Squires, Jackson County, in the State of Missouri, the within named mortgagee in consideration of One Thousand and no/100 (\$1,000.00) Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer set over and convey unto Mrs. Anna Reid, Meridian, Miss. heirs and assigns, the within Mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained. TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless, to the conditions therein named.  
In Witness Whereof, The said mortgagee has hereunto set his hand this 27th, day of December 1929.

Glenn R. Squires.

State of Missouri :  
Jackson County :SS.

Be It Remembered, That on this 27th, day of December A.D. 1929. before me a Notary Public in and for said County and State came Glenn R. Squires 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.

SEAL

My Commission expires March 18, 1933.

Recorded January 3 rd, 1930 A. D. at 1:00 P. M.

A. B. Jett, Notary Public

*Elice E. Armstrong* Register of Deeds.

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