

SAML. DODSWORTH STATIONERY CO. KANSAS CITY, MO. 64110

AND THE SAID David P. Rake and Blanche G. Rake hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, That if the said party of the first part shall pay, or cause to be paid to the said party of the second part, its successors or assigns, the principal sum of Three Thousand Dollars, on the first day of February A. D. 1936 with interest thereon at the rate of 5% per cent per annum, payable on the first day of February and August in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said David P. Rake and Blanche G. Rake and payable at the office of The Citizens Investment Company, Topeka, Kansas and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

AND the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges, or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

AND the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to obtain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1000.00 in insurance companies acceptable to the said party of the second part its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments and make such repairs or effect such insurance; and the amounts paid therefor with interest thereon from the date of payment, at the rate of ten per cent, per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

AND the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default the said party of the second part its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part its successors or assigns, shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands the day and year first above written.

David P. Rake  
Blanche G. Rake

STATE OF KANSAS,  
COUNTY OF SHAWNEE, SS.

On this 7th day of January A. D. 1931 before me, a Notary Public in and for said County personally appeared David P. Rake and Blanche G. Rake Husband and 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.

WITNESS my hand and official seal the day and year last above written.

Legal Seal

My commission expires May 29, 1935.

Thelma Mitchell Notary Public

Recorded Jan. 21 A. D. 1931 at 1:05 P. M.

*Elinor C. Combs*

Register of Deeds

# MORTGAGE

THIS MORTGAGE, Made this 19th day of August 1930 by George J. Broers and Anna A. Broers, husband and wife of the County of Douglas and State of Kansas, party of the first part, to Wm. N. Bartlett & Co., Inc., a corporation under the Laws of Missouri, located at St. Joseph, Buchanan County, Missouri, party of the second part,

WITNESSETH, That said party of the first part, in consideration of the sum of (\$200) Two Hundred Dollars, to them, in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, its successors or assigns, the Real Estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to-wit:

The Southeast Quarter of the Southwest Quarter of Section twenty-five (25) except thirty (30) feet off the north side; and the East Half of the Northwest Quarter of Section thirty-six (36) except twenty (20) feet off the south side;  
All of the above described land being in Township Fourteen (14) of Range Twenty (20).

TO HAVE AND TO HOLD THE SAME FOREVER; Provided, however, that whereas the said party of the first part have this day for value received executed and delivered to the said Wm. N. Bartlett & Co. Inc., their Negotiable Promissory Note for the sum of (\$200) Two Hundred Dollars, payable as follows: \$20. on the first day of April 1931 and \$20. on the first day of each October and April thereafter until the whole sum is paid with interest on each installment from maturity at the rate of ten per cent per annum payable to the order of said Wm. N. Bartlett & Co. Inc., at its office in the City of St. Joseph Missouri;

Reg. No. 1167  
Fee Paid 30¢