

BY HL BODENWORTH STATIONERY CO KANSAS CITY MO 64104

Now, if the party of the first part shall fail to pay or cause to be paid, any of the notes secured hereby when the same shall become due, or any sums or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell in entirety and not in parcels the premises hereby granted, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale, to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand to said party of the first part, and the party of the second part is expressly authorized to keep said premises free from all liens of whatever nature, and to pay any and all sums necessary to protect the title to said premises including attorneys' fees necessarily incurred in all actions in defending such title or the validity of this mortgage; and if said prior mortgage be held by another than the second part, then any part of principal or interest secured thereby and taken up, held or owned by said second part, and any and all other sums paid, as herein authorized shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, and all sums secured hereby shall draw interest at series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set their hands.

Robert E. Sims
Ethan A. Sims
Mabelle L. Sims

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of March 1931 personally appeared Ethan A. Sims and Mabelle L. Sims, his wife, and to me known to be the identical persons who executed the within and foregoing instrument and duly acknowledged to me the execution of the same.

WITNESS my hand and official seal the day and year above set forth.

Legal Seal

Bernice E. Jones Notary Public

My commission expires Dec. 29, 1932

STATE OF KANSAS,
COMANCHE COUNTY, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of March 1931 personally appeared Robert E. Sims, a single man to me known to be the identical person who executed the within and foregoing instrument, and duly acknowledged to me the execution of the same.

WITNESS my hand and official seal the day and year above set forth.

Legal Seal

My commission expires Feb. 18, 1935

Myrtle Botts Notary Public

Recorded March 24, A. D. at 4:05 P. M.

Eli C. Armstrong Register of Deeds

ASSIGNMENT

FOR VALUE RECEIVED, I hereby sell, transfer and assign to Minnie Stutesman all my right, title and interest in and to a certain mortgage and the indebtedness secured thereby made and executed by Paris Dewitt and Emma Dewitt to E. T. Emery which mortgage is recorded in Book 50 of Mortgages, Page 519 in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of March 1935.

E. T. Emery

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 24th day of March A. D. 1931 before me F. C. Whipple a Notary Public in and for said County and State, came E. T. Emery 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.

Legal Seal

My commission expires Jan. 27, 1935

F. C. Whipple Notary Public

Recorded March 24, A. D. 1931 at 4:50 P. M.

Eli C. Armstrong Register of Deeds