

SARL GOODWORTH STATIONERY CO. KANSAS CITY, MO. 64108

leases of any kind now existing or that may hereafter come into existence covering the above described land, or any part thereof with full power to the said second party to collect and receive such rents and royalties and all royalties received by second party by reason of this assignment shall be credited to the payment of the last installments to mature on the note secured hereby and all other moneys received by second party by reason of this assignment shall be applied; first, to the payment of matured installments; second, the balance, if any, to the principal remaining unpaid, providing that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease.

Second party, or assigns, before sale hereunder and the purchaser at sale, hereunder, shall be subrogated for further security to the lien of any prior judgment lien, mechanic's lien, vendor's lien or other prior lien or encumbrance, if any, on said premises paid out of the money secured by this mortgage, whether such prior lien or encumbrance has been released of record or not.

First party, as additional security for the above loan, hereby agrees that the abstracts and all muniments of title to the above described real estate are to be deposited with and retained by the second party during the duration of this loan and further agrees with said second party that in the event of foreclosure of this mortgage that said second party shall have and may pass to its successors in title said abstracts and all muniments of title.

Non-compliance with any of the agreements made herein by first party shall, at the option of the holder hereof, cause the whole debt secured hereby to mature and no demand for the fulfillment of the broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. In the event of foreclosure of this mortgage second party shall be allowed the cost of all continuations of abstracts of title to the land herein described and the cost of such continuations may be included in the cause of action and shall be secured by the lien of this mortgage and included in the decree entered in foreclosure.

The words "first party" as used in this instrument shall mean collectively the party or parties executing the same as grantor or grantors, whether one or more and all pronouns referring thereto shall be treated and construed as referring to such party or parties, and those of the plural shall be construed as singular wherever necessary to conform to the context. The words "second party" as used in this instrument shall include the successors and assigns of said second party.

IN WITNESS WHEREOF, each of the persons hereinabove recited as constituting together said first party, has hereunto set his or her hand the day and year first hereinbefore written.

John E. Rupp
Maude Rupp

STATE OF MISSOURI,
COUNTY OF JACKSON, SS.

BE IT REMEMBERED, That on this 25th day of July 1931 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John E. Rupp and Maude Rupp his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in K. C. Mo., the day and year last above written.

Legal Seal

My commission expires Jan. 6, 1935

G. A. Keene Notary Public in and for said
County and State.

Recorded Aug. 5, A. D. 1931 at 9:55 A. M.

Chas. E. Crowl Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 1st day of August in the year of our Lord one thousand nine hundred thirty-one between John Kasberger and Emma Kasberger, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. T. Emery of the second part;

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand & no/100 (\$1000.00) Dollars to them duly paid, the receipt of which is hereby acknowledged have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns forever all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South 1/2 of the Northwest Quarter of Section 15 Township 13, Range 21 Douglas County, Kansas, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One Thousand & no/100 (\$1000.00) Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part; said note being given for the sum of One Thousand & no/100 Dollars dated August 1, 1931 due and payable in seven years from date thereof with interest thereon from the date thereof until paid according to the terms of said note and 7 coupons of \$30.00 dollars each there-to attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof and to keep the said premises insured in favor of said mortgagees, in the sum of One Thousand & no/100 (\$1000.00) Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof be and become an additional lien under this mortgage, upon the above described premises and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof or interest thereon or the

Recorded Aug. 5, 1931 at 9:55 A. M.
Chas. E. Crowl
Register of Deeds

The following is endorsed on the original instrument:
This note having been described having been paid in full, this mortgage is hereby
released and the lien thereby created is hereby
As witness my hand this 5th day of January, A. D. 1934