

LAWL DOGORTH STATIONERY CO KANSAS CITY MO 64104

be given the said debt shall become due, payable and collectible at the expiration of said thirty days:

NINTH. That it is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagors shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

TENTH. That the party of the second part may resort for the payment of the said principal moneys, premiums and interest to its several securities therefor in such order and manner as it may think fit. Now, if the debt and the instalments described in the said bond be paid when due, and the said agreements be kept and performed as aforesaid, then these presents shall be null and void.

But if any of said agreements be not kept or performed as aforesaid, then said party of the second part, or its endorsees or assigns, may, at their option, pay such taxes or assessments, or any part thereof, and may effect such insurance, paying the cost thereof, and may pay and satisfy any final judgment on any lien claim, including all expenses and costs, and for the payment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of ten per centum per annum, these presents shall be a security in like manner and with like effect as for the payment of said bond.

If default be made in the payment of said bond, or any part thereof, or any interest thereon, when due, or in the performance of any agreement herein contained, or if any assessment be made as interest in said real estate, or on said bond, then all of the indebtedness secured by this mortgage shall, at the option of said party of the second part or assigns, by virtue of this mortgage, immediately become due and payable, and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its successors and assigns, shall be entitled to a judgment for the sums due upon said bond, and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisalment of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part.

In case taxes upon the property covered by this mortgage are paid by the holder of said mortgage, or of the bond secured thereby, under the right conferred in this mortgage, the receipt of the proper officer for such taxes, shall be, as between said holder and parties of the first part, conclusive evidence of the amount and validity of the taxes.

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

Harold G. Ingham
Verna M. Ingham

Executed and delivered in presence of:

STATE OF KANSAS,)
County of Douglas) SS.

BE IT REMEMBERED, That on this second day of November A. D. Nineteen Hundred thirty one, before me, the undersigned, a Notary Public in and for said County and State, came Harold G. Ingham and Verna M. Ingham his wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My term Expires Jan. 20, 1934
Legal Seal

E. L. Falkenstein, Notary Public
Douglas County, Kansas

Recorded Nov. 13, A. D., 1931 at 2:00 P. M.

Chas. E. Constance Register of Deeds

ASSIGNMENT OF NOTE AND MORTGAGE

Contract No. 8167
Entered 7-22-31

Loan No. 3026
Kansas.

THIS INDENTURE, Made as at the beginning of the first day of July, A. D., One Thousand Nine Hundred and Thirty-one, by and between H. M. LANGWORTHY, AS RECEIVER OF THE KANSAS CITY JOINT STOCK LAND BANK OF KANSAS CITY, MISSOURI, party of the first part, and PHOENIX JOINT STOCK LAND BANK OF KANSAS CITY, a joint stock land bank organized and existing pursuant to and by virtue of the provisions of the Federal Farm Loan Act, party of the second part:

WHEREAS, William R. Compton was on the 4th day of May, 1937, duly appointed Receiver of said Kansas City Joint Stock Land Bank (by order of the Federal Farm Loan Board under and in pursuance of Section 29 of the Federal Farm Loan Act, as amended), and duly qualified as such Receiver and became the duly qualified and acting Receiver of said Kansas City Joint Stock Land Bank, and so acted to and including February 15, 1928, and

WHEREAS, William R. Compton duly submitted his resignation as Receiver of said Kansas City Joint Stock Land Bank, which said resignation was duly accepted February 8, 1928, by said Farm Loan Board aforesaid, effective at the close of February 15, 1928, and

WHEREAS, party of the first part was, on the 8th day of February, 1928, duly appointed Receiver of said Kansas City Joint Stock Land Bank effective at the close of February 15, 1928 (by order of the Federal Farm Loan Board under and pursuant of the provisions of Section 29 of the Federal Farm Loan Act, as amended), and is now duly qualified and acting as such Receiver, and

WHEREAS, by a resolution duly adopted by the Federal Farm Loan Board on the 1st day of July, 1931, said Federal Farm Loan Board approved the sale by the party of the first part of all the right, title and interest of The Kansas City Joint Stock Land Bank of Kansas City, Missouri, and of H. M. Langworthy, as Receiver thereof, in and to the note and mortgage hereinafter described, together with other properties not hereinafter described, upon the terms and for the consideration therein recited, and authorized the party of the first part to execute and deliver any and all deeds, conveyances, indorsements, assignments and/or releases, and to do any and all other things necessary to consummate the sale of said note and mortgage.

NOW, THEREFORE, THESE PRESENTS WITNESS, That for the consideration recited in said resolution