MORTGAGE RECORD No. 77

party of the second part, his heirs or assigns, on December 1, 1936, the sum of Twenty-five hundred Dollars with interest, according to the terms of a promissory note bearing even date herewith executed by Cecil R. Dodder and Pearl A. Dodder, his wife, said parties 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 Kanese upon said premises or any part thereof, or upon the interest of the mortgage, his heirs 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, his heirs or assigns, at his or their home office, before the day fixed by law for the first interest or penalty to accure 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 Kneed actmenter from the structure of the transmit of the source of any the conserved the matery on the source of deliver to said party of the second part, his heirs or assigns, at his or their home office, before the day fixed by law for the first interest or penalty to accure thereon, the official receipt of the groper officer showing payment of all such taxes and assessments; and, so long as any pert of the debt hereby secured remains unpeid, 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 the said party of the second part his heirs or assigns, to the arount of not less than Twenty-five hundred dollers, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance, the buildings if any payable to said party of the second part, his heirs or assigns, as his or their interest may appear, and fortwith upon issuance thereof deposit such policies with the said party of the second part his heirs 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 excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, his heirs or assigns, by reason of litigation altorney's fees incurred by said party of the second part, his heirs or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part her-lattorney's fees incurred by said party of the second part, his heirs or reasigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said perties of the first part here. 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 have specified shall not be paid as hereinbefore provided for is not promptly effected and the police therefor duly deposited or if the liens, taxes, special

may effect the insurance move provided for and pay the resolutive predimes and 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 thereof from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebted-

Storm the time of payment at the rate of eight per centum per chubm shart be there pert of the indebted ness secured by this mortgage. And it is agreed that in case default shall be made in the payment of any installment of said note for 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, are essents, insurance premiums, liens, expenses and attorney's fees herein above specified, chall, at the option of the party of the second part and without notice to the parties of the first part, because due and only including all payments. become due and collectible at once by foreclosure or otherwise.

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

In presence of J. A. Kesler Edw. A. Platt

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Re following

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STATE OF KANSAS,)

> SS. OSAGE COUNTY, > On this 25th day of November A. D. 1931, before me personally appeared Cecil R. Dodder and Peerl A. Dodder, his 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.

Legal Seal Mccommission expires July 12, 1935

Recorded Nov. 27, A. D. 1931 at 4:00 P. M.

J. A. Kesler Notary Public in and for said County.

Cecil R. Dodder

Pearl A. Dodder

Elie & Communy Register of Deeds

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ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to J. J. Tobler, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by George J. Bahmmnier, a widower, to The First Savings Bank of Lawrence, which mortgage is recorded in Book 76 of Mortgages, Freg 365, in the office of the Register of Deeds in Douglas County, Kanses. IN WITNESS WHEREDF, We have hereunto set our hand this 3rd day of December 1931.

Corporate Seal

The First Savings Bank of Lawrence, By F. C. Whipple, Cashier.

Elin C. Connoting___Register of Deeds

State of Kanses,) SS.

Douglas County

BE IT REMEMBERD, That on this 3rd day of December A. D. 1931, before me, Leona R. Pippert, a Noter Public in and for said County and State, came F. C. Whipple, Cashier of The First Savings Bank of Lewren 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 January 14, 1935 Leona R. Pippert Notary Public

Recorded Dec. 3, A. D. 1931 at 2:30 P. M.