

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 encumbrances, except a mortgage of \$5000.00 with an unpaid balance of \$2900.00 to The Ottawa Mortgage Company. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum not less than \$1000.00 each, and shall deliver all policies of insurance written on buildings to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefore with interest at ten per cent. per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1500.00 Fifteen Hundred and no/100 DOLLARS, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part, and payable to the order of said second party, with interest thereon according to the tenor thereof, payable semi-annually, according to the terms of six interest notes attached, and all of said notes bearing ten per cent interest after due both principal and interest being payable in lawful money of the United States of America, at the office of THE OTTAWA MORTGAGE COMPANY, in Ottawa, Kansas.

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for said party of the second part, its successors and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, all insurance premiums and taxes paid by the holder of the mortgage, also fees for all abstract work deemed necessary by the mortgagee or holder of this mortgage, together with the costs and charges of making such sale, all said taxes, insurance premiums, abstract fees so paid, shall draw interest at the rate of ten per cent. per annum from the date of their payment, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

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

WITNESSES:

Lucy K. Glidden (SEAL)
J. W. Glidden (SEAL)

STATE OF KANSAS,)
DOUGLAS COUNTY,) SS.

BE IT REMEMBERED, That on this 15th day of September, A. D., 1932, before me, a Notary Public in and for said County and State, came Lucy K. Glidden and J. W. Glidden, her husband, to me personally 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. 23, 1935

Myrtle McConnell
Notary Public

Recorded Sept. 15, A. D. 1932 at 9:30 A. M.

E. C. Connelley Register of Deeds

ASSIGNMENT

(The following is endorsed on the original instrument recorded in Mortgage Book 59, Page 143)

NOW ALL MEN BY THESE PRESENTS:

That Maria M. Birtell, of Callaway County, in the State of Missouri, the within-named mortgagee, in consideration of the sum of Five Hundred and no/100 Dollars, to her in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over and convey, unto Chas. A. Daly, heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory note and claims thereby secured, and covenants therein contained.

TO HAVE AND TO HOLD THE SAME, forever; subject, nevertheless, to the conditions therein contained. IN WITNESS WHEREOF, The said mortgagee has hereunto set her hand, this 6th day of June, 1925.

Executed in presence of

Mrs. Maria M. Birtell

STATE OF ILLINOIS, COUNTY OF SCHUYLER COUNTY, SS.

BE IT REMEMBERED, That on this 10th day of June, 1925, before me, the undersigned, a Notary Public in and for said County and State, came Maria M. Birtell who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person has duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Legal Seal

Term expires June 16th, 1925

Chas. Daly
Notary Public

Recorded Sep. 17, A. D. 1932 at 9:00 A. M.

E. C. Connelley Register of Deeds