

MORTGAGE RECORD 89

NOW, if the said First parties shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable, or if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note and the whole of said sum shall 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, his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note 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 for the sale of said premises in satisfaction of said judgment foreclosing all rights and equities in and to said premises of said parties of the parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisal 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. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Two Thousand Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his own name, and the premium or premiums, costs, charges, and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 6 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof said Warren E. Bowling & Lorraine H. Bowling 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 incumbrance and they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever; against the lawful claims of all persons whomsoever.

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

Warren E. Bowling
Lorraine H. Bowling

STATE OF KANSAS }
County of Johnson } SS.

BE IT REMEMBERED, That on this 23rd day of February, A. D. 1945, before me, the undersigned, a Notary Public in and for the County and State, aforesaid, came Warren E. Bowling & Lorraine H. Bowling, husband & 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 same.

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

(SEAL) Term expires Feb. 3, 1946

R. R. Osborne
Notary Public

Recorded February 23, 1945 at 3:00 P. M.

Harold A. Beck Register of Deeds

Receiving No. 22710

ASSIGNMENT

(The following is endorsed on the original mortgage recorded in Book 76, Page 505)

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Una S. Kreider.

(CORP. SEAL)

STATE BANK OF LECOMPTON,
LECOMPTON, KANSAS.
W. H. Glenn
President

STATE OF Kansas }
COUNTY OF Douglas } SS:

BE IT REMEMBERED, that on this 4th day of January A. D. 1945 before me, the undersigned, a Notary Public in and for said County and State, came State Bank of Lecompton, Kansas, by W. H. Glenn, its President, the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment, as his voluntary act and deed and as the voluntary act and deed of said Banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My Commission Expires November 10, 1943.

Karl M. Kreider
Notary Public

Recorded February 24, 1945 at 11:15 A. M.

Harold A. Beck Register of Deeds

Receiving No. 22711

ASSIGNMENT

(The following is endorsed on the original mortgage recorded in Book 76, Page 505)

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Jessie J. Rogers.

Una S. Kreider

STATE OF Kansas }
COUNTY OF Douglas } SS:

BE IT REMEMBERED, that on this 31st day of Aug. A. D. 1944, before me, the undersigned, a Notary Public in and for said County and State, came Una S. Kreider the assignee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

Deposited 7/19/46
Warren E. Bowling & Lorraine H. Bowling etc. within named mortgage; the same is
also returned to them, in full satisfaction of within mortgage.
Lorraine Bowling