

created by this instrument, before any penalty for non-payment attaches hereto; to abstain from the commission of waste on said premises; to keep the buildings thereon in good repair and insured to the amount of \$5000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the amounts thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

AND the said party of the first part do further covenant and agree that, in case of default in the payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then or at any time thereafter during the continuance of such default the said party of the second part, its successors or assigns, may at its or their option, without notice, declare the entire debt hereby secured immediately due and payable and thereupon, or in case of default in payment of said promissory note at maturity, said party of the second part, its successors or assigns shall be entitled to the immediate possession of said premises and may proceed to foreclose this mortgage and, in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

AND it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise as they may elect. Said possession shall in no manner prevent or retard the party of the second part in the collection of said sums by foreclosure or otherwise.

It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to them under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

In Witness Whereof the said party of the first part have hereunto set their hands the day and year first above written.

Ronie Deay  
Nellie M. Deay.

State of Kansas, )  
SS  
County of Douglas )

Be it Remembered, that on this 19th day of March A. D., 1926, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ronie Deay and Nellie M. Deay, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

L. S.

L. E. Hoover  
Notary Public.

My commission expires May 12, 1926.

#### PARTIAL RELEASE OF MORTGAGE

FROM

The Lawrence Building & Loan Assn.

TO

Granville W. Silvers and Amy Silvers, his wife

State of Kansas, Douglas County, SS.  
This instrument was filed for record on this 26 day of March A. D. 1926, at 3:55 o'clock P. M.

*Jas. E. Wellman*  
Register of Deeds

STATE OF KANSAS, DOUGLAS COUNTY, SS.

KNOW ALL MEN BY THESE PRESENTS, That I, H. Reding, of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated April 7th, 1919, made and executed by Granville W. Silvers and Amy Silvers, his wife of the first part to The Lawrence Building and Loan Association of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 56, page 545, on the 12th day of April, A. D. 1919, is as to Lots Numbers Eleven (11) and Twelve (12) Sinclairs Subdivision in the City of Lawrence in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness my hand this 26th day of March A. D. 1926.

Corp, Seal  
Attest;

D. Coen Byrn. Secretary

The Lawrence Building & Loan Assn.  
Harry Reding. Pres

State of Kansas )  
SS  
Douglas County, )

BE IT REMEMBERED, That on this 26th day of March A. D. 1926, before me, the undersigned a Notary Public in and for said County and State, came H. Reding, President of the Lawrence B & L Assn, who personally known to me to be the same person who executed the within release, and such person duly acknowledged the execution of the same.

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

L. S.

Term Expires December 15th, 1926.

D. Coen Byrn.  
Notary Public, Douglas County,  
Kansas.