

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

**First.** That the parties of the first part are justly indebted to the party of the second part in the sum of

THREE THOUSAND

DOLLARS.

according to the terms of One certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable ~~as follows:~~ as follows: —

April 1 1940	\$100.00	April 1 1942	\$100.00	April 1 1944	\$2600.00
April 1 1941	\$100.00	April 1 1943	\$100.00		

to the order of the said party of the second part with interest thereon at the rate of \_\_\_\_\_ per cent per annum, payable semi-annually on the

both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of the undersigned, New York, N. Y., or at such other place as the legal holder of the principal note may in writing designate, and the said notes bearing the five percent interest after maturity.

**Second.** That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unreasonably insured to the amount of **\$2,500.00 - Fire** **\$2,500.00 - Tornado** **RELINQUISH** in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

**Third.** That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may say any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent., in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

**Fourth.** That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

[illegible]

**Sixth.** That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

**Seventh.** As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgagee, its successors and assigns, all the rights and benefits due to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no responsibility with reference to such rights and benefits for the amount therefor except as to sums actually collected by it or them, and that the lessee in any such leases shall account for such rights or benefits to the first part or its assigns until notified by legal holder hereunder to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes and the security secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage, without notice

**Eighth.** That if such payment as made as are herein specified, this conveyance shall be void; but if <sup>the</sup> ~~any~~ note herein described, ~~whether or principal~~ <sup>or interest thereon</sup>, or any part of the indebtedness secured by this Mortgage or any interest therein, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note <sup>shall immediately become due and payable at the option of the party of the second part,</sup> and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten per cent. per annum, computed annually on said principal note \_\_\_\_\_, from the date of default to the time when said principal and interest shall be fully repaid.

**Ninth.** The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Earl T. Black (Seal)

Myrtle McCain Black (Seal)

STATE OF KANSAS,  
County of Douglas County, ss.

BE IT REMEMBERED, That on this 30<sup>th</sup> day of March A. D. 1939 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Earl T. Black and Myrtle McCain Black

his wife, to me personally known to be the same person. **S** 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.

(SEAL)

W. M. Clark

**Notary Public.**

(Commission expires May 15 19 39)

RELEASE

THE AMOUNT SECURED by this Mortgage has been paid in full, and the same is hereby canceled, this 20th day of

March 1946. Metropolitan Life Insurance Company  
attest: Max C. Fisher Assistant Secretary (S. P. S. Dickman Fourth Vice President  
(Corp. Seal)  
Soborn and subscribed to before me this 20th day of March, 1946  
(Seal) J. Frank Claiting  
Notary Public in and for New York County, N.Y.

This release  
was written  
on the original  
mortgage

entered  
this 11 day  
of April  
1946

Harold G. Burt  
Reg. of Deeds