

MORTGAGE RECORD 75

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of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or insurance premiums as heretofore mentioned, or to deliver policies of insurance as above required, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns become due and payable and this mortgage may be foreclosed at any time after such default, but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give notice of its or their intention to exercise said option at any time or times, such notice being hereby waived by said parties of the first part.

It is further provided that said party of the second part or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist on the above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing 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 the said party of the second part, or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to the parties of the first part, or assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises collect the rents and profits thereon and apply the same as the court may direct, and any judgment for the foreclosure of this mortgage shall provide that all of the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Jacob Schurle (SEAL)
Sophia E. Schurle (SEAL)

State of Kansas
County of Shawnee()

Be it remembered, that on this 8th day of August A.D. 1928 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jacob Schurle and Sophie E. Schurle his wife, who are personally known to me to be the same persons who executed the foregoing mortgage and such persons duly acknowledged the execution of the same.

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

Laura Morgan
Notary Public Shawnee County, Kansas

L.S.
Term expires July 6, 1930.

This release was written on the original mortgage this 8th day of August 1928
David A. Rich
Reg. of Deeds
Subscribed by

From
M.W. Ott
To
W.C. Reynolds

MORTGAGE

State of Kansas, Douglas Co. SS
Filed for record Aug 7, 1928
At 8:45 A.M.

Geo E. Wellman
Register of Deeds

3628
100

This Mortgage Made this 24th day of July in the year of Our Lord One thousand Nine Hundred twenty eight by and between Miles W. Ott and Frances N. Ott husband and wife of the county of Jackson and State of Missouri parties of the first part, and Elmer E. Reynolds, Debra E. Reynolds, the wife of Elmer E. Reynolds, in consideration of the sum of four hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained, sold and conveyed and by these presents do grant bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

An island in the Kansas River according to the following filed notes made by Lloyd Duffee, County Surveyor of Douglas County, Kansas: The Quarter Section corner on the Eastside of Section Five (5) Township Thirteen (13) Range Twenty one (21), being the nearest known now in place, it was used as a starting point to locate the position of the island in the section. Because of fact that the Wakarusa River flows between the above mentioned corner and the island, it was not possible to take a direct measurement from the corner to the island, and because of this fact it was decided to triangulate for finding the distance.

A flag pole was placed at the corner, which is a gray lime stone projecting about four inches above the surface of the ground. A point on the East line of section five and on the north side of the Wakarusa River was located by trial from which the flag and the line to the south of the corner could be plainly seen. A second point seventy seven feet from the first from which the corner could be seen was located and the two angles of the triangle thus formed was measured. With the transit on the first point, the angle between the flag pole at the corner and the second point was found to be 61 degrees and 59 minutes. With the transit on the second point, the angle between the flag pole at the corner and the first point was found to be 113 degrees and 2 minutes. With the data thus obtained

The amount secured by this mortgage has been paid in full and this mortgage is hereby cancelled. Witness my hand and the seal of my office this 8th day of August 1928.
Notary Public Shawnee County, Kansas
David A. Rich
Reg. of Deeds
Subscribed by

Witness my hand and the seal of my office this 8th day of August 1928