

SAMPL BODENWORTH STATIONERY CO KANSAS CITY MO 64104

not permit nor suffer any waste in and to the property, or any part thereof, and any violation 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 party of the first part to pay the taxes or assessments upon the land 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 part, 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 from the exercise of 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 party in payment as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said party 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 party 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 against 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 addition and collateral security for the payment of said note the party of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the party 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 party 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 first part; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal on the day and year first above written.

Isaac G. Fletcher (Seal)

STATE OF KANSAS,
COUNTY OF SHAWNEE, SS.

Be it remembered, that on this 2nd day of June A. D. 1930 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Isaac G. Fletcher, a widower, who is personally known to me to be the same person who executed the foregoing mortgage, and such person 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.

Legal Seal

Term expires July 6th, 1930

Laura Morgan Notary Public
Shawnee County, Kansas.

Recorded June 4, 1930 A. D. 1:25 P. M.

Elmer E. Armstrong Register of Deeds

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage made by J. W. Dick and Viva M. Dick, his wife to B. A. Crouse dated the 11th day of June A. D. 1923, which is recorded in Book 60 of Mortgages, page 578 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 7 day of June 1930.

B. A. Crouse

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 7 day of June A. D. 1930 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came B. A. Crouse who is personally known to me to be the same person who executed the foregoing release, and such person 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

J. W. Kreider Notary Public Douglas
County, Kansas.

Term expires Jan. 8th 1934

Recorded June 9, 1930 A. D. at 8:50 A. M.

Elmer E. Armstrong Register of Deeds
