It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor and may pay such insurance liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate of ten (10) per cent per annum shall be deemed a part of the indebtedness secured by this mortgage and may pay said taxes and assessments (irregularity in the levy or assessment thereof being expressly waived) and all such taxes and assessments with interest thereon from time of payment at the rate so made and provided for by the statutes of the State of Kansas shall be deemed a part of the indebtedness secured by this mortgage, and all such payment of insurance premiums, liens, taxes, special assessments, expenses or attorney's fees shall be due from and payable by the parties of the first part to the party of the second part, its successors or assigns, immediately upon being paid by the party of the second part, its successors or assigns, but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

And it is agreed that in case default shall be made in thepayment of any installment of said note or of the interest thereon when due, or in the payments of any insurance premiums, taxes or special assessments, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments insurance premiums, liens, expenses and attorney's fees, herein specified, shall, at the option of the party of the second part, its successors or assigns, become due and payable at once without notice to the parties of the first part, and be collectible at once by foreclosure or otherwise.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors 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 said party of the second part, its successors 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 their assigns until notified by legal holder thereof 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, the note secured by this mortgage shall immediately become due and collectible at the option of the holder of this mortgage.

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

In presence of

J. A. Cordts
C. J. Cordts

William A. Hepner
Bessie Hepner

STATE OF KANSAS,
OSAGE COUNTY, SS.

BE IT REMEMBERED, That on this 8 day of June A. D. 1931 before me, the undersigned, a Notary Public in and for said county and state came William A. Hepner and Bessie Hepner, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

Legal Seal

My commission expires on the 24th day of Nov. 1933 J. A. Cordts Notary Public

Recorded June 9, A. D. 1931 at 2:30 P. M. Elvie E. Armstrong Register of Deeds

Reg. No. 1403
Fee Paid 5.00

Know All Men by these Presents that The United States Fidelity and Guaranty Company of Baltimore, Maryland, a corporation duly organized and authorized to transact business in the State of Kansas, by virtue of a power of attorney to it by filed in the office of the Secretary of State of said State, does hereby certify that the within mortgage, executed by William A. Hepner and Bessie Hepner, his wife, mortgagors, to The Capitol City Building and Loan Association, mortgagee, dated the 8th day of June, 1931, is assigned to The Capitol City Building and Loan Association by Assignment of Mortgage, executed and attested by its President and Secretary, and sealed with its corporate seal, and acknowledged before a Notary Public, and duly recorded in the Office of the Register of Deeds of Shawnee County, Kansas, in Book 77 of Mortgages at page 300 thereof, and that said Assignment is still in full force and effect.

(Corp. Seal) The Capitol City Building and Loan Association
By Frank A. Sterrett Vice President
Attest: J. Wm. Fleming Secretary

Recorded and Compared this 10 day of June 1931 Verdell Cox Book Compared by Jas Written

Jas Written
Compared with the original
Mortgage
Recorded
Compared

* * * * * * * * * * * * *

EXTENSION AGREEMENT

Extension Agreement and Coupons.

Lawrence, Kansas, June 4, 1931.

WHEREAS, The First Savings Bank of Lawrence, the owner of a certain mortgage note of Two Thousand and no/100 Dollars ($2000.00) given by Ralph W. Gilman to Merchants Loan & Savings Bank dated June 1,1925, and secured by mortgage recorded in book 69 of mortgages at page 30, in the office of Register of Deeds of Douglas County, Kansas, has agreed to extend the time of payment of said note to January 1, 1932.

NOW, in consideration of such extension Nettie M. Wismer, the present owner of the land conveyed in the above described mortgage, do hereby agree to pay interest upon said note according to the tenor and effect of certain coupon notes of even date herewith, the extension of time of payment of said note and the payment of said coupon notes being subject in all respects, except as to date of payment, to the terms, recitals and conditions of said mortgage note hereinbefore mentioned, and to the provisions of said mortgage deed.

NETTIE M. WISMER

Recorded June 11, 1931 A. D. at 10:40 o'clock A. M. Elvie E. Armstrong Register of Deeds.

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