

SAM. DODD WORTH STATIONERY CO. KANSAS CITY, MO. 64111

ion 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, or assigns, to exercise this option at any time or times shall not preclude said party of the second part, or assigns, to 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 written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly 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 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 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 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 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.

Ferdinand F. Keszberger (Seal)
Ella Keszberger (Seal)
Mikel Keszberger (Seal)
Hedwig Keszberger (Seal)

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

Be it remembered, that on this second day of September A. D. 1931 before me, the undersigned, a Notary Public in and for the County and State aforesaid came Ferdinand F. Keszberger and Ella Keszberger his wife, and Mikel Keszberger and Hedwig Keszberger 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.

Legal Seal

Term expires July 25th 1935

H. A. Schubert Notary Public
Douglas County, Kansas.

Recorded Sept. 2, A. D. 1931 at 10:35 A. M.

Carl C. Amstutz Register of Deeds

EXTENSION AGREEMENT

EXTENSION AGREEMENT AND COUPONS

August 26, 1931

WHEREAS, The Merchants Loan & Savings Bank the owner of a certain mortgage note of Thirty-five Hundred Dollars, reduced by payments to Three Thousand and no/100 Dollars (\$3000.00) given by G. A. Woodward, a widower, to The Merchants Loan & Savings Bank dated July 1, 1925 and secured by mortgage recorded in book 69 of mortgages, at page 38 in the office of Register of Deeds of Douglas County, Kansas, has agreed to extend the time of payment of said note to July 1, 1934.

NOW, in consideration of such extension G. A. Woodward, a widower, 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.

G. A. Woodward

\$105.00

August 26, 1931

On the 1st day of July 1934 for value received I promise to pay to The Merchants Loan & Savings Bank or order, at The First National Bank of Lawrence, Kansas One Hundred Five and NO/100 Dollars for interest due on that day on note of \$3000.00 and if not paid promptly when due to draw ten per cent interest per annum until paid.

This note is given in extension of the note of \$3500.00 dated July 1, 1925 given by G. A. Woodward, a widower to The Merchants Loan & Savings Bank and now owned by -----

Reg. No. 1528
Fee Paid \$7.50