

# MORTGAGE RECORD No. 77

473

SANL DODDORTH STATIONERY CO KANSAS CITY MO 64104

or condemning any part of the land covered by this mortgage, or any easement or right-of-way over, across, under or upon said land, with full power to the said second party to collect and receive, at the risk, cost and expense of first party, such sums of money, damages, awards and allowances, at such sums of money, damages, awards and allowances received and collected by second party by reason of this assignment shall be credited to the payment of the last installments to mature on the note secured hereby, but nothing herein shall be construed as making it the duty of said second party to collect or attempt to collect any such sums of money, damages, awards and allowances.

And to further secure the payment of said note, the first party hereby assigns to second party and to its assigns, in whole or at the option of the second party, in such amounts or such proportionate part or parts as the second party may from time to time designate, all the rents, royalties, payments and delay moneys that may from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases of any kind, and all other leases of any kind now existing or that may hereafter come into existence covering the above described land, or any part thereof, with full power to the said second party to collect and receive such rents and royalties, and all royalties received by second party by reason of this assignment shall be credited to the payment of the last installments to mature on the note secured hereby, and all other moneys received by second party by reason of this assignment shall be applied; first, to the payment of matured installments; second, the balance, if any, to the principal remaining unpaid, providing that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease.

Second party, or assigns, before sale hereunder and the purchaser at sale hereunder, shall be subrogated for further security to the lien of any prior judgment lien, mechanic's lien, vendor's lien, mortgage, whether such prior lien or encumbrance has been released of record or not.

First party, as additional security for the above loan, hereby agrees that the abstracts and all muniments of title to the above described real estate are to be deposited with and retained by the second party during the duration of this loan, and further agrees with said second party that in the event of foreclosure of this mortgage that said second party shall have and may pass to its successors in title, said abstracts and all muniments of title.

Non-compliance with any of the agreements made herein by first party shall, at the option of the holder hereof, cause the whole debt secured hereby to mature and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. In the event of foreclosure of this mortgage second party shall be allowed the cost of all continuations of abstracts of title to the land herein described and the cost of such continuations may be included in the decree entered in foreclosure.

The words "first party" as used in this instrument shall mean collectively the party or parties executing the same as grantor or grantors, whether one or more and all pronouns referring thereto shall be treated and construed as referring to such party or parties, and the use of the plural shall be construed as singular wherever necessary to conform to the context, and the use of the plural shall be in this instrument shall include the successors and assigns of said second party.

IN WITNESS WHEREOF, each of the persons hereinabove recited as constituting together said first party, has hereunto set his or her hand the day and year first hereinbefore written.

Fred Fitch  
Florence Fitch

## KANSAS ACKNOWLEDGMENT—MAN AND WIFE

STATE OF KANSAS }  
COUNTY OF CRAWFORD } SS.

BE IT REMEMBERED, that on this 29 day of February, 1932, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came FRED FITCH and FLORENCE FITCH, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Pittsburg Crawford County, Kansas, the day and year last above written.

Legal Seal  
My commission expires October 10, 1932

P. T. Ellis  
Notary Public in and for said County  
and State.

Recorded March 5, A. D. 1932 at 9:35 A. M.

*Edna E. Connelley*  
Register of Deeds

## RELEASE FROM LIEN OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

RETURNS, Heretofore Independent Oil and Gas Company, Phillips Petroleum Company, and another corporation also named Independent Oil and Gas Company executed to Guaranty Trust Company of New York, as Trustee, a certain First Mortgage dated May 1, 1931, to secure a certain issue of Twelve-Year 5% Convertible Debentures of said first-named Independent Oil and Gas Company issued under a certain Trust Indenture dated March 15, 1927, executed by said first-named Independent Oil and Gas Company to National Bank of Commerce in New York as Trustee (Guaranty Trust Company of New York, successor trustee by merger); and subsequently thereto said first-named Independent Oil and Gas Company and Phillips Petroleum Company executed to Guaranty Trust Company of New York as Trustee a certain indenture supplemental to said First Mortgage, also dated May 1, 1931; and pursuant to said First Mortgage and said supplemental indenture