

MORTGAGE RECORD No. 79

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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 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 seal on the day and year first above written.

August Hildenbrand (Seal)
Alice Hildenbrand (Seal)

State of Kansas, }
County of Shawnee } ss.:

Be it remembered, that on this 7th day of March A. D. 1934, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came August Hildenbrand and Alice Hildenbrand, his wife who are personally known to me to be the same persons 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 9/27, 1937

Ethyle E. Shideler
Notary Public, _____ County, Kansas

Recorded March 8th, A. D. 1934 at 9:00 A. M.

Paul C. Hartung Register of Deeds

MORTGAGE

THIS INSTRUMENT, made this 1st day of March in the year of our Lord one thousand nine hundred and thirty four, between John A. Hoffman and Flossie E. Hoffman, his wife of _____ in the County of Douglas and State of Kansas, Parties of the first part, and Mrs. Phillippena Hoffman party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$4200.00 Forty Two Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents does GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

West 100 acres of the North West Quarter of Section nine (9) Township Fifteen (15), Range Eighteen (18), East of the 6th P. M.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$ _____ Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$4200.00 Forty Two Hundred & no/100 DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 1st day of March 1939, to the order of said second party. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder

This amount secured by this mortgage has been paid in full and the same is hereby cancelled, this 28th day of February 1939.
John M. Shideler

This Release was written and acknowledged before me on the 28th day of February 1939.
Notary Public
Ethyle E. Shideler

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