

MORTGAGE RECORD No. 79

said party of the second part, its successors or assigns, the principal sum of - - SIX THOUSAND AND NO/100 Dollars, with interest thereon in accordance with the terms of a certain promissory note bearing even date herewith, executed by the said party of the first part and payable to the order of said The Travelers Insurance Company at its office in Hartford, Connecticut, and shall perform all and singular the covenants herein contained, -then this mortgage to be void; otherwise to remain in full force and effect.

AND the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs, expenses, and charges, other than attorney's fees, incurred and paid by the said party of the second part, its successors or assigns, in collecting the amount due hereunder, or in maintaining the priority of this mortgage; and the said party of the second part, or its 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 said party of the first part does further covenant and agree until the debt hereby secured is fully satisfied to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches hereto; to abstain from the commission of waste on said premises; to keep the buildings thereon in good repair and insured to the amount of \$4,000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

AND the said party of the first part does further covenant and agree that, in case of default in the payment of any instalment of interest or in the performance of any of the covenants or agreements herein contained, or in case of default in payment of said promissory note or any instalment thereof at maturity, then or at any time thereafter during the continuance of such default the said party of the second part, its successors or assigns, may at its or their option, without notice, declare the entire debt hereby secured immediately due and payable and thereupon, said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises and may proceed to foreclose this mortgage and, in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

AND it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise as they may elect. Said possession shall in no manner prevent or retard the party of the second part in the collection of said sum by foreclosure or otherwise.

It is hereby further agreed and understood that this mortgage secures the payment of the principal note herein described, together with the interest thereon, and all renewal principal notes that may hereafter be given to evidence said principal, in the event of any extension of time for the payment of said principal debt, together with the interest upon the same during the said time of extension.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assigns to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to him under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

If more than one joins in the execution hereof as party of the first part or if the party of the first part be of the feminine sex or a corporation, the pronouns and relative words used herein shall be read as if written in plural, feminine, or neuter, respectively.

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

Spencer E. McCoy
Myrtle P. McCoy

(STATE OF KANSAS)
COUNTY OF JOHNSON)SS.

BE IT REMEMBERED, That on this 28th day of March, 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came SPENCER E. MCCOY and MYRTLE P. MCCOY, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

O. A. Durr
Notary Public.

My commission expires April 8 - 1936

Recorded April 7, 1936 at 8:15 A.M.

Harold A. Beck Register of Deeds.

Reg. No. 662 -
Fee paid \$1.50

Receiving No. 2173

Topeka, Kansas, Nov. 29, 1935

EXTENSION AGREEMENT

WHEREAS, The Liberty Life Insurance Company, the owner of a certain mortgage note of SIX HUNDRED and 00/100 - - Dollars (\$600.00), given by Bruce W. Warner and Margaret I. Warner, his wife to The Liberty Life Insurance Company, dated December 18, 1930, and secured by a mortgage recorded in Book 77 of Mortgages, at page 207, in the office of the Register of Deeds of Douglas County, has agreed to extend the time for payment of said note to December 1, 1937

NOW, THEREFORE, in consideration of such extension, Bruce W. Warner and Margaret I. Warner, his wife the present owner of the land conveyed by the above described mortgage deed, hereby agree to pay the principal of said note in the amount of SIX HUNDRED and 00/100 - - Dollars (\$600.00), being the amount remaining unpaid, and interest thereon at the rate of 6% per annum on the first days of June and December of each year, according to the tenor and effect of certain coupon notes hereto attached and of even date herewith, and to comply with, and carry out all of the other terms and agreements of said note and mortgage deed. It is agreed that \$100.00 or any multiple thereof may be paid on the principal sum of said note at any interest paying date.

The Travelers Insurance Company, the mortgagee, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and authorizes the Register of Deeds of Douglas County, Kansas, to discharge the same by recording this extension agreement. The Liberty Life Insurance Company has caused these presents to be signed by its Vice-President and it common seal. This 15th day of February, 1936.

Harold A. Beck
Notary Public