

## MORTGAGE RECORD No. 79

The said parties of the first part hereby covenant and agree with the said party of the second part, its successors and assigns, as follows:

FIRST.--To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate when due, also all taxes assessed in Kansas, against said party of the second part, or its assigns, on this mortgage or the notes or debt secured hereby, before the same become delinquent, provided the amount of such latter taxes together with the interest on the debt secured hereby does not exceed the maximum permitted by law to be paid, but if it does, the excess is to be paid by the said party of the second part; to deliver to the party of the second part, receipts showing payment thereof.

SECOND.--To keep said real estate and all buildings, fences and other improvements thereon in as good condition and repair as of this date, and to commit or permit no waste, and especially no cutting of timber, except for raking and repairing the fences on the place, and such as shall be necessary for fire-wood for use of the grantor's family, and to keep within said improvements all heating, lighting, refrigerating and all other fixtures and appliances now in or that may hereafter be placed in said improvements.

THIRD.--To keep the buildings now on or hereafter erected on said real estate insured at the option and to the satisfaction of the party of the second part, delivering all policies and renewals thereof to said party of the second part. The party of the first part hereby assigns and transfers to the party of the second part all right and interest in all policies of insurance carried or to be carried upon said property.

FOURTH.--In case of failure to pay the taxes, liens, assessments and charges, or to effect said insurance, the party of the second part may pay said taxes, liens, assessments, charges, and effect such insurance. The amounts so paid shall be due and payable, at the option of the party of the second part, with interest at the highest rate permitted by law, and such amounts shall be secured hereby.

FIFTH.--That, if the party of the second part herein is now, or hereafter becomes the owner or holder of a mortgage or mortgages, other than this, upon the real estate herein described, or any part thereof, failure to comply with any of the requirements or conditions of either of said mortgages, which failure would mature the indebtedness secured by it, shall mature, at the option of the party of the second part herein, the indebtedness under all such mortgages.

SIXTH.--That as additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all of the rents, profits, revenues, rights, royalties and benefits accruing under all tenancies and lease now on said real estate, or which may hereafter be placed thereon and the tenant, lessee or assignee or sub-lessee is hereby directed on production of this mortgage, or certified copy thereof, to pay said rents, profits, revenues, rights, royalties and benefits to said party of the second part, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or prior to such default, upon notice to the lessee in such lease, and to terminate and become null and void upon release of this mortgage.

SEVENTH.--Should developments for oil, gas or minerals on said lands at any time be such as, in the opinion of the party of the second part, or the holder of said note secured hereby, to render said land less desirable as security for the indebtedness hereby secured, then the holder of said note shall have the right to declare said note and all indebtedness secured hereby due and payable, without notice, and the holder of such note shall have the same rights hereunder for the collection of same and of said indebtedness as though said note had become due by the efflux of time and default in the payment thereof.

EIGHTH.--That the said party of the first part shall not be liable for the payment of any charges or interest provided for in this mortgage that may be found could not lawfully be made under the laws of the State of Kansas, it being fully agreed and understood that it is the intention of the party of the second part that this mortgage shall in all respects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, the party of the first part shall be entitled to the return of all sums so paid, and this mortgage shall not be affected thereby.

NINTH.--If the maker or makers of said notes shall fail to pay any of said notes, or any notes given in renewal of the notes herein, or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due, or there is a failure to conform to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the said party of the second part without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent, per annum after maturity by default, or otherwise, until paid.

When the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Charles J. Pawl Jr.  
Vivian E. Pawl

STATE OF KANSAS,  
Douglas County )ss.

BE IT REMEMBERED, That on this 13 day of March 1936, before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Charles J. Pawl, Jr. and Vivian E. Pawl, his wife, who are to me personally known to be the identical persons who executed the foregoing mortgage deed, 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.

C. B. Huxford  
Notary Public.  
Douglas County, Kansas.

(SEAL) My commission expires June 26, 1939.

Recorded April 14, 1936 at 2:35 P.M.

*Harold A. Beck* Register of Deeds.