

## MORTGAGE RECORD No. 79

above required, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, 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 from the 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 account able therefor except as to sums actually collected by it or then, and that the lessees in any such lease 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 cost 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.

William B. Kirby  
Doris L. Kirby

State of Kansas )  
County of Douglas) ss:

Be it remembered, that on this tenth day of April A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came WILLIAM B. KIRBY and DORIS L. KIRBY, 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.

(SEAL) Term expires January 13th, 1940

John C. Dufek  
Notary Public Douglas County, Kansas.

Recorded May 21, 1936 at 4:25 P.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 2367 -

PARTIAL RELEASE OF MORTGAGE

State of Kansas, Shawnee County, ss.

KNOW ALL MEN BY THESE PRESENTS, That We, THE DAVIS WELLCOME MORTGAGE COMPANY of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage, dated February 14, 1933, made and executed by Elsie M. Kirby a widow, Allan Kirby, a single man, William B. Kirby and Doris L. Kirby, his wife, of the first part, to THE DAVIS WELLCOME MORTGAGE COMPANY of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 77, page 602, on the 2nd day of March, A. D. 1936, is as to W $\frac{1}{2}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  and E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  Sec. 33, Twp. 12 South, Range 19 East, except right-of-way of Telephone lines, also beginning at the Northwest corner of the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  Sec. 33, Twp. 12 South, Range 19 East of the Sixth Principal Meridian, thence West 20 feet, thence South 20 feet, thence East 20 feet, thence North 20 feet to the place of beginning, in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED AND DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above-mentioned mortgage on the remaining land described in said mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness our hands, this 4th day of May, A. D. 1936

THE DAVIS WELLCOME MORTGAGE COMPANY  
By Frank S. Davis  
Vice-President.

(CORP. SEAL)  
State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That this 4th day of May, A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came FRANK S. DAVIS, Vice-President of THE DAVIS WELLCOME MORTGAGE COMPANY who is personally known to me to be Vice-President and the same person who executed the foregoing release, and such person duly acknowledged the execution of the same, for and in behalf of said corporation.

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

(SEAL) (Term expires July 6, 1936)

Laura Morgan  
Notary Public, Shawnee County, Kansas.

Recorded May 21, 1936 at 4:35 P.M.

*Harold A. Beck* Register of Deeds.