

# MORTGAGE RECORD 83

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as 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 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 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.

Mabel Transmeier  
E. A. Transmeier

STATE OF KANSAS,  
County of Douglas)ss:

Be it remembered, that on this 27th day of November A.D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came MABEL TRANSMIEIER and E. A. TRANSMIEIER, her husband, 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.

Laura Leo Richardson  
Notary Public Douglas County, Kansas.

(SEAL) Term expires January 24th, 1940

Recorded December 2, 1936 at 9:30 A.M.

*Harold A. Cook* Register of Deeds

Receiving No. 3421

Reg. No. 876 ~  
Reg. Fee \$5.00

## Extension Agreement

Lawrence, Kansas, November 20, 1936.

The undersigned hereby covenant that they are the legal owners of the premises conveyed to The First Savings Bank of Lawrence, Kansas, by a Mortgage, dated December 1, 1931, made by John S. Dillon and Alice Dillon, his wife, and duly recorded in Douglas County, Kansas, Book 76, on page 404, to, which Mortgage was given to secure the payment of a note or bond for the sum of \$2000.00, payable Dec. 1, 1936, to The First Savings Bank of Lawrence, Kansas, or order, upon which note of bond there remains unpaid the sum of \$2000.00 of principal money; and in consideration of the extension of the time for the payment thereof for the term of three years from maturity, hereby agrees to assume said indebtedness and to pay interest upon said principal sum, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of six per cent per annum, payable semi-annually, for and during said term of extension, according to the tenor and effect of the extension coupons hereto attached; both principal and interest to be paid when due, at the First National Bank, Lawrence, Kansas, and in case of default in payment of any of said extension coupons, or in case of non-payment of taxes or breach of any of the covenants contained in said mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

John S. Dillon  
Alice Dillon

## Extension Coupon

\$50.00 Lawrence, Kan. Nov. 20, 1936. On the 1st day of December, 1939, we promise to pay to the order of First National Bank Sixty and no/100 Dollars, at First National Bank, Lawrence, Kansas, for interest due on a principal sum of \$2000. This coupon bears interest at the rate of ten per cent per annum after due

No. 6

John S. Dillon  
Alice Dillon

## Extension Coupon

\$50.00 Lawrence, Kan., Nov. 20, 1936. On the 1st day of June, 1939, we promise to pay to the order of First National Bank Sixty and no/100 Dollars, at First National Bank, Lawrence, Kansas, for interest due on a principal sum of \$2000. This coupon bears interest at the rate of ten per cent per annum after due.

No. 5

John S. Dillon  
Alice Dillon