## MORTGAGE RECORD 83

the United States Government or in any Court or Tribunal whatever, to defend the title or possession of the mortgaged real estate, or this lien thereon, or appear in any Court to prove the mortgage debt all the costs and expenses of such appearance, shall be allowed by said mortgager and all sums so expended and such costs and expenses so incurred shall bear interest at the rate of ten per cent. per annum from the date of payment by said mortgages, and shall bear additional lien upon the mortgaged real estate concurrent with and collected in the same manner as the balance of the mortgaged debt,

real estate concurrent with and collected in the same frame; as the denote the mean of the hereby secured. That as additional and collected is courity for the payment of the debt as hereinbefore describe said mortgagor hereby assigns to the said mortgagee, all right, title and interest in and to all royal ties and rentals accruing to them under all oil, gas, mineral, agricultural or other lease on said real estate and directs any lessee on demand, to pay to the said mortgagor, all royalties and rentals that may be payable under the terms of any such lesse of said real estate; provided, that so long as no default be made in the payment of the principal deth hereby secured or the interest due there on and so long as the agreements, coverants and conditions of this mortgage shall be faithfully per-formed, sid mortgagor shall retain possession of the premises hereby conveyed and shall be entitled to appropriate all rents, income and profits derived therefrom; this assignment to terminate and to become void upon the release of this mortgage. The the property herein described beins located in the State of Kansas, this mortgage and the rights and the indebtedness hereby secured, shall, without regard to the place of contract or paymant, the indebtedness hereby secured, shall, without regard to the place of which State,

That the property herein described being located in the State of Kansas, this mortgage and the rights and the indebtedness hereby secured, shall, without regard to the place of contract or payment, be construed and enforced according to the laws of Kansas, with reference to the laws of which State, the rarties to this agreement are now contracting, and that appraisement is waived. That if suit shall be filed for the forcelosure of this mortgage, the mortgage may have the abstract of title to the above described real estate, extended from the date of record of this mortgage to the date of filing such forcelosure suit at the expense of the mortgager and have such abstracting expenses charged and assessed against said rortgager in said forcelosure action as a part of the costs therein. therein.

therein. NOW, If said payments are made as provided, and all covenants and agreements herein fulfilled, this mortgage shell be null and void, and shall be released of record at the cost of said mortgagor, which cost said mortgagor agrees to pay but if the mortgagor as aforesaid, shall make default in the payment of any note or interest at maturity, or any interest thereon when due, or the taxes or assess-ments as aforesaid, or any part of either, or if waste be committed on or improvements be removed from said real estate without written consent of the mortgagor, or if by rerson of operation under any oil, gas or mineral or other leases, the premises are rendered unfit for agricultural purposes in whole or in part, or the security impaired, or if any of the terns of this contract are violated, then in any or either of said events, the whole of the sums hereby secured; shall at the ortion of asid mortgages to exercise any option to declare the maturity of the deth thereby secured, shall be deemed a waiver of the right to exercise any option at any other time, as to any past, present or future default hereunder, by said mortgagee may mithout notice, at any time after a default as aforesaid, or a breach or violation of any of the covenants or agreements herein, imrediately cause the mortgage to be foreolosed in the premises, to rend the same, the intic to collected by said Receiver, shall be applied under unier direction of the Court, and any amount so collected by said Receiver, shall be applied under manner pressribed by law, and shall be entitled to have a Medelver appointed to take only of the premises, to rent the same, to receive and collect the profits, rents, issues and royalise thereof, under direction of the Court, and any amount so collected by said Receiver, shall be applied under direction of the Court, to the payment of any judgment rendered, or amount found due, upon foreelosure of this mortgage. In case of forcolosure, it is agreed that the judgment rendered shall provide that all of sid real estate shall be sold together, and not in parcels. IN WITHESS WHEREOF, The said first part\_ hereounto set \_\_\_\_\_hands, the day and year first

above written. Charles D. Stewart

STATE OF KANSAS, Douglas COUNTY, SS

19.00

BE IT REFEMBERED, That on the day of Nov 24 1936 A.D. 19 , before me, the undersigned, a Notery Fublic in and for the County and State aforesaid, came Charles D. Stewart to me personally known to be the same person 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. Oscar J. Lane

(SEAL) (Commission expires March 9, 1938)

Notery Public. Harold G. Beck\_Register of Decis.

Recorded December 3, 1936 at 3:40 P.M.

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Receiving No. 3423  $\sim$ 

## MORTGAGE ~

THIS INDENTURE, made this 20th day of November A. D. 1936, by and between George N. Corwin and Edith H. Corwin, his wife of Douglas County, Kansas, hereinafter called the mortgagor, which expression shall, wherever the context so admits, include their heirs, exceutors, administrators, successors and assigns, party of the first pert, and The A. O. U. W. of Kansas hereinafter called the mortgagee, which expression shall, wherever the context so admits, include its successors and assigns, party of the

second part. WITNESSETH: That the said mortgagor has mortgaged and by these presents, does Mortgage, Convey and Karrant unto the said mortgagee, all of the following described real estate situated in Douglas County, Kansas, to-wit:

The Eest 25 acres of the South Half of the Southwest Quarter of Section Twenty-one (21) Township Twolve (12), Range Mineteen (19) in Douglas County, Kenzas.

together with all improvements thereon and the hereditaments and appurton ances thereunto belonging, and all contingent rights and interests there'n.

and all contingent rights and interests there'n. This mortgage is given as security for the performance of the covenants and agreements herein and to secure to still mortgages the payment of Five Hundred and no/100 DOLLARS, with interest thereon, according to the terms of one certain mortgage note, excouted and delivered by said mortgage in con-sideration of the actual loan of said sum and payable according to the terms thereof, with interest pay-able semi-annually, according to the terms of the interest coupons thereto attached, All of said notes being of even date horewith, payable in lewful money of the United States of America at A. O. U. W. of Kansas, Newton, Kansas or at such other place as the legal holder of the principal note may designate in withing anothering interest at the rate of ten pay on a more start or annum of the mount of default unit. in wirting, each bearing interest at the rate of ten per cent. per annum after maturity or default until paid.

THE MORTGAGOR AS AFORESAID COVENANTS, AGREES AND WARRANTS: To be at th e delivery hereof, lawful seized in fee simple of the real estate hereby conveyed and to have good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all incumbrances and liens; and with same as microsant; that the same real events is free and caser of an incomprime same reals, and mortgages, g heirs, excentors, administrators and assigns, warrant, and will defend the same unto said mortgages. g against all claims or demands; not commit nor suffer waste and not to cultivate any land now in grass without the written consent of mortgages; to keep all buildings, fences and other improvements on said

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