

DOUGLAS COUNTY

premises in as good repair and condition as they now are and to keep all buildings; now and hereafter on said premises, insured against fire and tornado for One Thousand and no/100 Dollars, for the benefit of the said mortgagee, in insurance companies acceptable to it, and to deliver policies of insurance with satisfactory mortgage clauses and renewal receipts, to said mortgagee. In case of loss, second party may collect insurance money or may require first party to make such collection. Said money when collected, shall be applied either upon the indebtedness hereby secured or in rebuilding, as said mortgagee may elect.

Said mortgagor expressly agrees to pay immediately when due, and before any penalty for non-payment attaches thereto, all taxes and assessments, general or special, which may be now or hereafter levied or assessed, under any law now existing or hereinafter enacted, upon the said land, premises or property or upon the interest of the holder of this mortgage, or upon the debt hereby secured, whether such holder be a resident or non-resident of the State of Kansas. Upon violation of the foregoing undertaking in any part, or upon the passage by the State of Kansas of any law imposing payment of the whole or any part of the aforesaid taxes or assessments, upon The A. O. U. W. of Kansas, or upon any subsequent holder of this mortgage, whether a resident or non-resident of the State of Kansas, or upon the rendering by any Court of competent jurisdiction, of a decision holding that any undertaking by the mortgagor to pay such taxes or assessments, or any of them, or any similar undertaking, is in whole or in part legally inoperative or void, then and in such event, the debt hereby secured without deduction, shall at the option of said mortgagee, and without notice to any party, become immediately matured, due and payable, notwithstanding anything contained in this mortgage, or in any law hereinafter enacted. Said mortgagor to furnish said A.O.U.W. Of Kansas, on or before August 1st of each year a Certificate from proper authority, showing the payment of all such taxes and assessments for the preceding year.

That, the said mortgagee shall be subrogated for further security to the lien, although released of record of any and all encumbrances paid out of the loan proceeds secured by this mortgage and that it may make any payments necessary to remove, satisfy or extinguish any prior or outstanding title, lien, or incumbrance, and may at its option, pay any delinquent taxes or assessments charged against said property, make any repairs necessary for the preservation of the improvements thereon, and may insure said property if default be made in the covenant to insure, and, if it shall appear in any of the Land Departments of 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 mortgagee 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 mortgagee, and shall be an additional lien upon the mortgaged real estate concurrent with and collected in the same manner as the balance of the mortgaged debt, hereby secured.

That, as additional and collateral security for the payment of the debt as hereinbefore described, said mortgagor hereby assigns to the said mortgagee, all right, title and interest in and to all royalties and rentals accrued and accruing to them under all oil, gas, mineral, agricultural or other leases on said real estate and directs any lessee on demand, to pay to the said mortgagee, all royalties and rentals that may be payable under the terms of any such lease of said real estate; provided, that so long as no default be made in the payment of the principal debt hereby secured or the interest due thereon and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, said 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.

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 parties to this agreement are now contracting, and that appraisement is waived.

That if suit shall be filed for the foreclosure of this mortgage, the mortgagee 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 foreclosure suit at the expense of the mortgagor and have such abstracting expenses charged and assessed against said mortgagor in said foreclosure action as a part of the costs therein.

NOW, If said payments are made as provided, and all covenants and agreements herein fulfilled, this mortgage shall 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 assessments 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 mortgagee, or if by reason 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 terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured, shall at the option of said mortgagee become immediately due and payable without notice to any party, and no failure of the said mortgages to exercise any option to declare the maturity of the debt hereby 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, but said mortgagee may without notice, at any time after a default as aforesaid, or a breach or violation of any of the covenants or agreements herein, immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same, to receive and collect the profits, rents, issues and royalties 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 foreclosure of this mortgage. In case of foreclosure, it is agreed that the judgment rendered shall provide that all of said real estate shall be sold together, and not in parcels.

IN WITNESS WHEREOF, The said first part hereunto set _____ hands, the day and year first above written.

George N. Corwin
Edith H. Corwin

STATE OF KANSAS, Douglas County, SS.

BE IT REMEMBERED, That on the _____ day of NOV. 24 1936 A.D. 19 _____ Before me, the undersigned, a Notary Public in and for the County and State aforesaid, came George N. Corwin and Edith H. Corwin, 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.

(SEAL) (Commission expires March 9, 1938)

Oscar J. Lane
Notary Public.

Recorded December 3, 1936 at 3:45 P.M.

Harold A. Bink Register of Deeds.

The Original is on file in the County Clerk's Office, Douglas County, Kansas.
 Cancelled - this 24th day of Nov., 1936
 Attest: O. E. Jenkins, County Clerk, Douglas County, Kansas.
 Grand Master Workmen
 (Copy to O.E.)

This Release
 was written
 on the original
 mortgage
 and is
 attached
 to the
 original
 of the
 Release
 of Deeds