

## MORTGAGE RECORD 83

lien upon the mortgaged real estate concurrent with and collected in the same manner as the balance of the mortgaged debt hereby secured.

Fourth: As additional and collateral security for the payment of the debt as hereinbefore described and all sums to become due under this mortgage, said mortgagee hereby assigns to said mortgagee all the rents, profits, revenues, royalties, rights and benefits accruing to said mortgagor under all oil, gas, mineral, agricultural or other leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and the said mortgagee is further authorized to execute and deliver to the holder of any such lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

Fifth: If, as aforesaid, default shall be made in the payment of any note or interest at maturity, or any interest thereon when due, or the taxes or assessments, 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, mineral or other lease, 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 said mortgagee 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 the direction of the Court, and any amount so collected by said Receiver shall be applied under the direction of the Court to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage. In case of foreclosure, the judgment rendered shall provide that all of said real estate shall be sold together and not in parcels. Appraisement waived.

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

Ray Andrew Baldwin  
Ora May Baldwin

STATE OF KANSAS,  
County of Douglas), ss.

On this 3rd day of July A. D. 1936, before me, a Notary Public, in and for said County, personally appeared Ray Andrew Baldwin and Ora May Baldwin, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and official seal, the day and year last above written.

J. W. Kroider  
Notary Public.

(SEAL) My commission expires Jan 8th 1938

Recorded December 4, 1936 at 1:00 P.M.

*Harold A. Beck*

Register of Deeds

Receiving No. 3433

AGREEMENT

MEMORANDUM OF AGREEMENT, Made this 27th day of November A. D. 1936, between John Kemp and Winnie V. Kemp, husband and wife party of the first part, and Lena Grubb party of the second part.

WITNESSETH, That the said party of the first part hereby covenants and agrees that if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on her part to be made and performed, the said party of the first part will cause to be conveyed to the party of the second part, in fee simple, clear of all incumbrances whatever (except as hereinafter mentioned) by a General Warranty Deed, and an Abstract showing a good merchantable title to the following lot, piece or parcel of ground, situated in the County of Douglas and State of Kansas, to-wit:

The South half of the Southwest quarter of section two (2) Township fifteen (15) range twenty (20) less the south twenty five feet deeded to Douglas County for road purposes and excepting a small triangular piece out of the northeast corner deeded to the State for road purposes

And the said party of the second part hereby covenants and agrees to pay to said party of the first part the sum of Thirty one hundred forty dollars (\$3140.00) Dollars, in the manner following: # Five hundred -- Dollars, cash in hand, paid as earnest-money, the receipt of which is hereby acknowledged, and \$2640.00 Three years after date with five (5) per cent per annum interest, payable semiannually. Privilege granted for party of the second part to pay \$100.00 or multiple at any interest paying time and interest to stop on amount paid at that time.

It is understood and agreed that the deed to said property is to be executed at once and placed in escrow with The Baldwin State Bank, Baldwin, Ks. and all deferred payments (except incumbrances assumed) are to be paid through said Bank. Possession to be given on March 1st, 1937 or as soon thereafter as weather permits, provided said second party performs all the covenants and agreements herein mentioned to be performed or done by her

It is understood and agreed that the first party is to pay the taxes for the year 1936 and all previous years, and the said second party is to pay all taxes or assessments that may be levied or imposed upon such land subsequent to the year last above mentioned. And in case of the failure of the said party of the second part to make either of the payments, or perform any of the covenants on her part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by her on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by her sustained; and in case said second party has entered into possession of said premises, the said first party shall have the right to re-enter and take possession of the premises aforesaid.

It is hereby agreed that time is the essence of this contract, and all payments must be made promptly in accordance with the terms hereof.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands, the day and year first above written.

John Kemp  
Winnie V. Kemp  
Lena Grubb

Reg. No. 882  
Fee Paid \$6.50