

MORTGAGE RECORD 83

and may pay such insurance liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate of ten (10) per cent per annum shall be deemed a part of the indebtedness secured by this mortgage, and may pay said taxes and assessments (irregularity in the levy or assessment thereof being expressly waived), and all such taxes and assessments with interest thereon from time of payment at the rate so made and provided for by the statutes of the State of Kansas, shall be deemed a part of the indebtedness secured by this mortgage, and all such payments of insurance premiums, liens, taxes, special assessments, expenses or attorney's fees shall be due from and payable by the parties of the first part to the party of the second part, its successors or assigns, immediately upon being paid by the party of the second part, its successors or assigns; but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

And it is agreed that in case default shall be made in the payment of any installment of said note or of the interest thereon when due, or in the payments of any insurance premiums, taxes or special assessments, or if there shall be a failure to comply with any condition of this mortgage; then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees, herein specified, shall, at the option of the party of the second part, its successors or assigns, become due and payable at once without notice to the parties of the first part, and be collectible at once by foreclosure or otherwise, and appraisement is hereby expressly waived.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors 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 said party of the second part, its successors 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 their assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

In case of the renewal or extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time.

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

Oral A. Bradley
Lettie V. Bradley

STATE OF KANSAS,
Douglas County, ss

BE IT REMEMBERED, That on this 14 day of November A.D. 1936, before me, the undersigned, a Notary Public, in and for said county and state, came Oral A. Bradley and Lettie V. Bradley, his wife who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

E. F. Huddleston
Notary Public.

(SEAL) My commission expires on the 21 day of May, 1939.

Recorded January 29, 1937 at 2:30 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 3743_A

EXTENSION AGREEMENT

Reg. No. 746
Fee Paid \$2.00

The undersigned hereby covenant that they are the legal owners of the real estate conveyed to The Trustees of Baker University by a Mortgage dated November 30, 1926, and recorded at Page 510 of Book 69 of Mortgages in the office of the Register of Deeds of Douglas County, Kansas, and given to secure the payment of a note or bond for the sum of \$2500.00 due and payable January 1, 1932, which note or bond was extended to January 1, 1937 in the amount of \$1000.00, on which it is hereby acknowledged there is due and unpaid the sum of \$850.00 of principal money and in consideration of the Agreement of the said The Trustees of Baker University to extend the time for payment in the following manner, to-wit:

Fifty Dollars (\$50.00) - - - - - on February 1, 1937
Fifty Dollars (\$50.00) - - - - - on January 1, 1938
Fifty Dollars (\$50.00) - - - - - on January 1, 1939
Fifty Dollars (\$50.00) - - - - - on January 1, 1940
Fifty Dollars (\$50.00) - - - - - on January 1, 1941
Six Hundred Dollars (\$600.00) - - - on January 1, 1942

the undersigned hereby promise and agree to and with The Trustees of Baker University to assume to pay the principal sum due on said note or bond to the said The Trustees of Baker University or order at the Office of The Trustees of Baker University, at Baldwin, Kansas, as above indicated, and also the interest thereon at the rate of five per cent per annum in semi-annual payments during the said term of this extension, said interest installments to be due on the first day of January and the first day of July of each year during the period of this extension, and said principal and interest installments to bear interest at the rate of ten per cent per annum after maturity; all conditions, covenants and agreements contained in said Mortgage are hereby continued in full force and ratified, and this agreement shall bear the same relation thereto and be construed therewith in the same manner as the original note or bond hereby extended; and in case of default in payment of any of said principal or interest installments, or breach of any of the covenants contained in said Mortgage and extension, it shall be optional with said Mortgagee or assigns to declare said principal sum immediately due and payable. The undersigned reserve the privilege to pay on said principal amount \$100.00, or any multiple thereof, at any interest pay day before maturity.

In Witness Whereof, the undersigned have affixed their signatures hereto this 25th day of Jan, 1937.

State of Kansas.
Douglas County.

F. B. Hunt

Before me C. B. Butell a Notary Public in and for said County and State, on this 25 day of Jan, 1937 personally appeared F. B. Hunt to me known to be the identical person who executed the