

debt hereby secured or any part thereof or to foreclose this mortgage; and in event suit is commenced to foreclose this mortgage, the mortgagee, its successors 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 this mortgage and note secured hereby shall be in all respects construed according to the laws of the State of Kansas.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of Kansas, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of said party of the second part, without notice to any party, become immediately due and payable.

EIGHTH. In case of foreclosure hereof said mortgagor hereby expressly waives the appraisalment of said real estate and all benefits of the homestead and stay laws of said State.

NINTH. It is further agreed that in event any of the land herein above described is sought to be taken by virtue of the law of eminent domain, the said mortgagor, his administrators, executors, successors or assigns, will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain, and agree and directs that all condemnation or purchase-money which may be agreed upon or which may be found to be due, be paid to the party of the second part or its assigns and be credited upon the balance due hereunder.

TENTH. As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee, its successors and assigns, all of the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors or assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or, prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

ELEVENTH. In construing this mortgage, the word "mortgagor" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void, otherwise to remain of full force and virtue.

Upon satisfaction of this mortgage the mortgagor agrees to accept from the mortgagee a duly executed release of same, have it recorded and pay the cost of recording.

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

Addie U. Penny  
M. M. Penny  
Mary Ringler  
Laurel O. Ringler

STATE OF KANSAS, Douglas County, ss:

BE IT REMEMBERED, That on this 1 day of March, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Addie U. Penny and M. M. Penny, her husband, 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.

C. B. Hosford  
Notary Public

(SEAL) (Commission expires June 26, 1939)

STATE OF KANSAS, Douglas County, ss:

BE IT REMEMBERED, That on this 1 day of March, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary Ringler and Laurel O. Ringler, her husband, 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.

C. B. Hosford  
Notary Public.

(SEAL) (Commission expires June 26, 1939)

Recorded March 5, 1937 at 10:50 A.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 3946 A

#### MORTGAGE

THIS INSTRUMENT, Made this 4th day of March, A.D. 1937, by and between Addie U. Penny and M. M. Penny, her husband; and Mary Ringler and Laurel O. Ringler, her husband, of the County of Douglas, and State of Kansas, party of the first part, and THE PIONEER MORTGAGE COMPANY, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part,

WITNESSETH, That the said party of the first part, to secure the obligations of the party of the first part evidenced by instrument of even date, copy of which is hereto attached, doth hereby GRANT, BARGAIN, SELL, and MORTGAGE to said party of the second part, its successors and assigns, forever, the following-described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas, State of Kansas, to-wit:

The South Forty-five (45) feet of Lot #43; and all of Lots #45 and #47 on Tennessee Street, in the City of Lawrence, Kansas, according to government survey, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage of \$6,000.00 to The Pioneer Mortgage Company dated February 27th, 1937, covering the above described real estate.

#### COPY OF NOTE

For value received we promise to reimburse, on demand, The Pioneer Mortgage Company for any sum or sums which the latter may advance to protect the priority of a Mortgage, given to The Pioneer Mortgage Company by the undersigned, dated February 27, 1937, and securing the payment of the principal sum of Six Thousand and No/100 Dollars (\$6,000.00), against liens, or the possible existence of liens, for labor and materials furnished in connection with the rebuilding and construction work now in progress on

The South 45 feet of Lot #43, and all of Lots #45 and #47 on Tennessee Street, in the City of Lawrence, Douglas County, Kansas.