

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes or assessments on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or insurance premiums as heretofore mentioned, or to deliver policies of insurance as above required, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against the above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part, 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 the said party of the second part, 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 assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part, 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 any judgment for the foreclosure of this mortgage shall provide that all of the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the cost and expense of the parties of the first part; otherwise to remain in full force and virtue.

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

George W. Hunsinger  
Mary J. Hunsinger

State of Kansas )  
County of Shawnee) ss.:

Be it remembered, that on this 20th day of October A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came GEORGE W. HUNSINGER and MARY J. HUNSINGER, his wife who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) Term expires July 6, 1938  
Laura Morgan  
Notary Public, Shawnee County, Kansas

1937  
Recorded November 10, at 11:05 A.M.

*Norval C. Beck* Register of Deeds

Receiving No. 5198

(The following is endorsed on the back of the original instrument recorded in Book 66, Page 363.)

#### ASSIGNMENT

For value received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to I.H. Pipes, Lawrence, Kansas.

(CORP. SEAL)

Kaw Valley State Bank Eudora, Kan.  
C.E. Cory Cashier.

STATE of Kansas )  
COUNTY OF Douglas ) SS:

BE IT REMEMBERED, that on this 9th day of Feb. A.D. 1926 before me, the undersigned, a Notary Public in and for said County and State, came C.E. Cory Cashier of the Kaw Valley State Bank, Eudora, Kansas the mortgage named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) Commission Expires Feb. 21, 1926.  
Otto A. Durr  
Notary Public.

Recorded November 10, 1937 at 2:40 P.M.

*Norval C. Beck* Register of Deeds

*The amount secured by the mortgage has been paid in full, and the same is hereby cancelled. The set of copy returned. With duplicate of mortgage, copy of Deed, and copy of Release.*

This return is to be filed with the original mortgage and the original mortgage is to be filed with the original mortgage.