

DOUGLAS COUNTY

the mortgagee of said rents, royalties, bonuses and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of the mortgage of record, this conveyance shall become inoperative and of no further force and effect.

If the lands hereby conveyed shall ever, during the life of this mortgage, become included within the boundaries of any irrigation, drainage or other special assessment district and/or become subject to and liable for special assessments of any kind, for the payment of which said lands are not liable at the date of the execution of this mortgage, then the whole of the indebtedness hereby secured shall, at the option of the mortgagee, become due and payable forthwith.

If at any time, during the life of this mortgage, the premises conveyed hereby shall, in the opinion of the mortgagee, become insufficient to secure the payment to the mortgagee of the indebtedness then remaining unpaid, by reason of an insufficient water supply, inadequate drainage, improper irrigation or erosion, then said mortgagee shall have the right, at its option, to declare the unpaid balance of the indebtedness secured hereby due and payable and to forthwith foreclose this mortgage.

In the event of foreclosure of this mortgage, the mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof, the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

If any of the payments of the above described note(s) be not paid when due, or if the mortgagor shall permit any taxes or assessments on said lands to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole of the indebtedness secured hereby, at the option of the mortgagee, shall become immediately due and payable and bear interest from such date at the rate of eight per cent per annum, and this mortgage subject to foreclosure.

At any payment period after five years from the date hereof, the mortgagor shall have the privilege of paying any number of unmatured principal payments of the debt hereby secured. Such additional payments shall not operate to abate or reduce thereafter the periodical payments of principal and interest as herein contracted to be made, but shall operate to sooner retire and discharge the loan.

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the mortgagor to the mortgagee herein, shall be retained by said mortgagee until the indebtedness secured hereby shall have been paid and discharged in full, and in event the title to said real estate is conveyed by the mortgagor to the mortgagee in satisfaction of the mortgage indebtedness, said abstracts shall thereupon become and be the property of the mortgagee, or in the event of foreclosure of this mortgage, the title to said abstracts shall pass to the purchaser at the Sheriff's or Master's sale, upon expiration of the redemption period provided by law.

Now if the said mortgagor shall pay, when due, all payments provided for in said note(s), and reimburse said mortgagee for all sums advanced hereunder, and shall perform all of the other covenants and conditions herein set forth, then this mortgage shall be void, otherwise to be and remain in full force and effect.

The said mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal the day and year first above written.

Fred Fitch
Florence Fitch.

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17 day of Dec. 1937, personally appeared Fred Fitch and Florence Fitch, his wife to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal the day and year last above written.

C.B. Rosford
Notary Public.

(SEAL) My Commission expires June 26-1939.

Recorded December 17, 1937 at 4:00 P.M.

Handwritten Signature Register of Deeds.

Receiving No. 5348

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to The First National Bank of Lawrence, Kansas, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Lillian S. Ewing, single, to The Merchants Loan and Savings Bank, of Lawrence, Kansas, which mortgage is recorded in Book 69 of Mortgages, Page 421, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, We have hereunto set our hand this 26th day of October 1936.

(CORP. SEAL)

THE FIRST SAVINGS BANK OF LAWRENCE, KANSAS,
By F. C. Whipple Cashier

STATE OF KANSAS,)
Douglas County,) ss.

Be It Remembered, that on this 26th day of October 1936, before me, a Notary Public in and for said County and State, came F.C. Whipple, Cashier of The First Savings Bank of Lawrence, Kansas, to me personally known to be the same person 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) My commission expires January 14, 1939.

Leona R. Pippert
Notary Public.

Recorded December 20, 1937 at 10:50 A.M.

Handwritten Signature Register of Deeds.