

policy or 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 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 lessors on 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 costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

Privilege is given to said party of the first part, heirs or legal representatives to make additional payments on the principal sum of said note on any interest-due date, in accordance however with the terms of such privilege as set forth in said note.

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.

State of Kansas, )  
County of Leavenworth ) ss.:

Fred E. Gray  
Ida F. Gray

Be it remembered, that on this 2nd day of October, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came FRED E. GRAY and IDA F. GRAY, 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 27th 1939.

Kathryn Dorney, Leavenworth  
Notary Public, County, Kansas

Recorded January 31, 1938 at 9:50 A.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 5526

(The following is endorsed on the original instrument recorded in Mortgage Book 83, page 105).

#### ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That THE SHIDELER MORTGAGE AND INVESTMENT COMPANY, a corporation of State of Kansas, of Topeka, Shawnee County, Kansas, the within named mortgagee, in consideration of the sum of Eighteen Hundred Thirty Three and 30/100 (\$1833.30) Dollars to it in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over and convey without recourse unto the Mount Hope Cemetery Company its successors and assigns, that certain mortgage, dated 19th day of February, A.D. 1937, executed by Byron Rhodes and Florence Rhodes, his wife to said corporation upon the real estate described in said mortgage, and the promissory note, debt and claims thereby secured, and covenants therein contained.

IN WITNESS WHEREOF, Said corporation has caused these presents to be signed by its president and its corporate seal to be affixed hereto, this 29th day of January, A.D. 1938

(CORP. SEAL)

THE SHIDELER MORTGAGE AND INVESTMENT COMPANY,  
a corporation  
By R. Shideler President.

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 29th day of January, 1938, before me, the undersigned, a notary public in and for said County and State, came R. Shideler, president, of the Shideler Mortgage and Investment Company, a corporation, who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage as president of said corporation, and such person duly acknowledged the execution of the same as president of said corporation, and acknowledged the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

(SEAL) Term expires Oct. 24th, 1940

A. N. Alt  
Notary Public.

Recorded February 4, 1938 at 9:45 A.M.

*Harold A. Beck* Register of Deeds