

DOUGLAS COUNTY

SIXTH. That the parties hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind her heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

SEVENTH. That if such payments be made as herein specified this conveyance shall be void, but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this mortgage, or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, or if at any time any law, either federal or state, should be passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds, or upon the principal or interest money secured by bonds or mortgages, or by virtue of which the owner, for the time being, of the land above described, shall be authorized to pay any such tax upon said bond or mortgage, or principal or interest thereby secured, or on the security, or either of them, and deduct the amount of such tax paid from any money or principal or interest secured by said bond or mortgage, then in any such case the said principal sum and all other sums herein secured, with all arrearages of interest thereon, shall at the option of the holder of this mortgage be and become immediately due and payable without notice, anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful, and the said mortgagor does authorize the said mortgagee to at once foreclose this mortgage; and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid when due, the first party agrees to pay to said second party interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

EIGHTH. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assigns to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to her under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

IN WITNESS WHEREOF The said party of the first part has hereunto subscribed her name, on the day and year first above mentioned.

Hazel M. Riggs

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 31st day of May A.D. 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Hazel M. Riggs, single 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.

Arthur S. Peck

Notary Public.

(SEAL) (Commission expires October 3rd, 1940)

Recorded May 31, 1938 at 11:50 A. M.

Harold A. Beck

Register of Deeds.

Receiving No. 6051 <

M O R T G A G E

THIS MORTGAGE, made the 31st day of May, A.D. 1938, Between Ella Teeter, a widow and Edna Teeter, a single woman, of the city of Lawrence in the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark and State of New Jersey, party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, for money borrowed in the sum of (\$1500) Fifteen hundred and no/100 DOLLARS, to secure the payment of which they have executed their promissory note, of even date herewith, for the principal sum of (\$1500) Fifteen hundred and no/100 DOLLARS, with interest from date at the rate set forth in said note, payable monthly; being an instalment note by the terms of which the said parties of the first part agree to pay to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, or order, monthly on the first day of each month hereafter, until the date of maturity of said note, the sum of Seven and 50/100 DOLLARS, to be applied on the principal of said note, with interest payable at the same time as each instalment of principal at the rate set forth in said note on the balances of principal of said note remaining unpaid on the said first day of each month, and to pay the balance of principal of said note on the first day of February, 1955.

Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its Home Office, in the City of Newark, New Jersey, in lawful money of the United States of America.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the City of Lawrence in the County of Douglas and State of Kansas, to wit:

The South fifty (50) feet of Lot eight (8) in Block eight (8) in Cread Addition to the City of Lawrence, Douglas County, Kansas.

ALSO DESCRIBED AS:

The South half of Lot Eight (8), Block Eight (8), Cread Addition to the City of Lawrence, Douglas County, Kansas.

AND the said parties of the first part expressly agree to pay all instalments of principal and interest of said note promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the

Reg. No. 1479
Fee Paid \$5.75

The amount paid by the mortgagee for the first 12th day of August 1943 and the same is hereby cancelled. This is the 12th day of August 1943. The Prudential Insurance Company of America, at H. Beck, Jr., its President, by J. C. Mackey, Secretary (Copy Seal)

*Notary Public
for Kansas
My Comm. expires
10/3/40*