

MORTGAGE RECORD 83

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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 and 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 do 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 him 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 his name, on the day and year first above mentioned.

A. W. Gillham

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 13th day of August A.D. 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came A. W. Gillham 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. Peek

Notary Public.

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

Recorded August 13, 1938 at 2:00 P.M.

W. R. Beck

Register of Deeds.

Receiving No. 6529

Reg. No. 1591

Fee Paid \$15.00

MORTGAGE

THIS MORTGAGE, made the 16th day of August, A.D. 1938, Between Joseph F. Wilkins, and Marie M. Wilkins, his wife 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 (\$8000) Six Thousand 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 (\$8000) Six Thousand and no/100 DOLLARS, with interest from date at the rate set forth in said note, payable monthly, being an installment 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 Thirty and no/100 - - DOLLARS, to be applied on the principal of said note, with interest payable at the same time as each installment of principal at the rate set forth in said note 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 April, 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:

Lot Four (4) and the East one-half (½) of Lot Five (5) in Strongs Addition, an Addition adjacent to the City of Lawrence, according to the recorded plat thereof.

AND the said parties of the first part expressly agree to pay all installments 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 second part, in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, and deliver the said policy or policies to the party of the second part or assigns, as collateral security for the debt hereby secured.

The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any installment of principal of said note or installment of 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 the insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then

The amount secured by this mortgage has been paid in full, and this mortgage is hereby cancelled. This City of New York, N.Y.
Witness my hand and seal this 22nd day of March 1940.
Notary Public for the State of New Jersey.

This release was written on the original mortgage. I received this 22nd day of March 1940.
Notary Public for the State of New Jersey.