

MORTGAGE RECORD 83

ment 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 addition 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 parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released 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 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.

William G. Meairs
Mary Meairs

State of Kansas, }
County of Douglas } ss.:

Be it remembered, that on this 6th day of February, A.D. 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came WILLIAM G. MEAIRS and MARY MEAIRS, 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.

Rosa Robinson Douglas
Notary Public, County, Kansas.
Term expires Jan 15th 1942

(SEAL)

Recorded February 9, 1939 at 11:10 A.M.

Verdell A. Beck Register of Deeds.

Receiving No. 7280 <

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That the debt secured by mortgage upon the following-described real property, situated in Lawrence in Douglas County and State of Kansas, to wit:

All of the South 15 feet of Lots 3 and 18, all of Lots 4 and 17, all of Lots 5 and 16,

North 10 feet of Lot 6 in University Heights, Subdivision in Douglas County, Kansas.

wherein The Beta Gamma House Association are grantors, and Margaret G. Shaughnessy, is grantee, and dated the 27th day of February, 1930, a copy of which is recorded in volume 77 page 57 in the office of the Register of Deeds of Douglas County, has been fully satisfied; in consideration of which said mortgage is hereby released.

Margaret G. Shaughnessy

STATE OF MISSOURI, Jackson COUNTY, ss.

BE IT REMEMBERED, that on the 31st day of January A.D. 1939 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Margaret G. Shaughnessy who is personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

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

Spencer A. Gard
Notary Public.

(SEAL) My Commission expires Jan. 31, 1940

Recorded February 8, 1939 at 3:15 P.M.

Harold A. Beck Register of Deeds.