

MORTGAGE RECORD 83

the mortgagee, its successors or assigns, may at its option procure such insurance, pay such taxes and assessments, redeem said premises from any tax sale, pay such mechanic's liens or other statutory liens or other claims, together with the penalties and interest thereon, and the mortgagee shall within ten days pay to the mortgagee, its successors or assigns, all such sums as may have so paid, or for which it may become obligated, together with interest at 10% per annum from date of payment by the mortgagee, its successors or assigns, provided that the mortgagor agrees to pay the penalty and legal rate of interest specified by law on all sums so expended for delinquent taxes; and for payment thereof this mortgage shall stand as security in like manner and effect as for the payment of said principal debt, it being expressly agreed that in making such payments, the mortgagee, its successors or assigns, shall be deemed acting as agent of the mortgagor in every particular, and that payment by the said mortgagee, its successors or assigns, of any such insurance premiums, taxes, or assessments upon said debt property, or upon this mortgage or the debt hereby secured, judgments, mechanic's liens, or other statutory liens, or other claims as hereinbefore provided, shall not be construed or be held to be a waiver of default in the terms of this mortgage, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

SEVENTH. It is further expressly agreed that if any default be made in the payment at the time and place and in the manner provided of all or any part of said debt or the interest thereon or of any other sum hereby secured, or if waste shall be suffered or committed on said premises or if any mechanic's or other liens which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharge of said premises therefrom procured; or in case there shall exist upon said premises any claim, lien, encumbrance, easement or restriction prior to this mortgage, or if default be made in the payment of any installment of taxes or assessments upon said premises or upon the debt hereby secured, or the premiums for said insurance policies when the same become due, or in event said insurance is not at all times maintained as hereinbefore provided; or upon default in full performance of each and every stipulation and covenant herein contained, the whole principal sum secured by this mortgage, and interest thereon and all other amounts hereby secured shall at the option of the holder of this mortgage become immediately due and payable and this mortgage may be foreclosed accordingly; and no demand for fulfillment of conditions broken nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof or to foreclose this mortgage; and in event suit is commenced to foreclose this mortgage, the mortgagee, its successors 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 this mortgage and note secured hereby shall be in all respects construed according to the laws of the State of Kansas.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of Kansas, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of said party of the second part, without notice to any party, become immediately due and payable.

EIGHTH. In case of foreclosure hereof said mortgagor hereby expressly waives the appraisalment of said real estate and all benefits of the homestead and stay laws of said State.

NINTH. It is further agreed that in event any of the land herein above described is sought to be taken by virtue of the law of eminent domain, the said mortgagor, his administrators, executors, successors or assigns, will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to the party of the second part or its assigns and be credited upon the balance due hereunder.

TENTH. As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee, its successors and assigns, all of the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors or assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or, prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

ELEVENTH. In construing this mortgage, the word "mortgagor" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise to remain of full force and virtue.

Upon satisfaction of this mortgage the mortgagor agrees to accept from the mortgagee a duly executed release of same, have it recorded and pay the cost of recording.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Addie U. Penny
M. K. Penny

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 5th day of April, A.D. 1939, before me, the undersigned, a Notary Public in and for the county and State aforesaid, came Addie U. Penny and M. N. Penny, her husband, to me personally known to be the same persons 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.

C. B. Holmes
Notary public.

(SEAL) (Commission expires April 20, 1941)

Recorded April 5, 1939 at 2:45 P.M.

Register of Deeds