

MORTGAGE RECORD 83

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 leases 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 separate 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.

Gertrude V. Holloway
Richard B. Holloway

State of Missouri }
County of Jackson } ss.:

Be it remembered, that on this 15th day of April, A.D. 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came GERTRUDE V. HOLLOWAY and RICHARD B. HOLLOWAY, her husband 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.

L. Verne Hosie
Notary Public, Jackson County, Missouri
Term expires, May 6, 1942

(SEAL)

Recorded April 18, 1939 at 1:40 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 7653 <

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, we hereby sell, transfer and assign to Ada R. Hilkey Lawrence, Kansas, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by David T. McCall and Cordelia McCall, his wife, to E.J. Hilkey, which mortgage is recorded in Book 76 of Mortgages, Page 36, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set our hand this 4th day of February, 1931.

(CORP. SEAL)

T. J. Sweeney Jr.
Vice President
Peoples State Bank, Lawrence Kans.

STATE OF KANSAS, }
Douglas County, } ss.

Be it Remembered, That on this 4th day of February, A.D. 1931 before me, R.M. Fitzpatrick, a Notary Public in and for said County and State, came T. J. Sweeney Jr., Vice President of Peoples State Bank, Lawrence, Kansas to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same for said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

R. M. Fitzpatrick
Notary public.

(SEAL) My Commission Expires March 25th, 1933.

Recorded April 22, 1939 at 8:40 A. M.

Harold A. Beck Register of Deeds.