

MORTGAGE RECORD 85

effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

In the event of the passage after the date of this mortgage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws 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 holder of this mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the land requiring the payment of the mortgage debt. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty days.

And it is agreed that in case of default shall be made in the payment of the principal of said note or any installment thereof or of any interest thereon when due, or in the payments of any insurance premiums, taxes or special assessments, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees, herein specified, shall, at the option of the party of the second part, its successors or assigns, become due and payable at once without notice to the parties of the first part, and be collectible at once by foreclosure or otherwise, and appraisal is hereby expressly waived.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors or assigns, all the rights and benefits according 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 said party of the second part, its successors 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 their assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

In case of the renewal or extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time.

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

John T. Fraser
Edna R. Fraser

STATE of California, } ss.
Sacramento County,

BE IT REMEMBERED, That on this sixth day of September, A.D. 1939, before me, the undersigned, a Notary Public, in and for said county and state, came John T. Fraser and Edna R. Fraser, his wife who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

G.E. Russell
Notary Public

(SEAL) My commission expires on the 20th day of December, 1939.

Recorded September 12, 1939 at 8:25 A.M.

Ward A. Beck Register of Deeds

Receiving No. 6108 <

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by C. S. Jones, a widow, by Ogden S. Jones, her attorney in fact, dated the 10th day of September, A.D. 1938, which is recorded in Book 62 of Mortgages, page 416, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 23rd day of November, A.D. 1939

(OFFICIAL SEAL)

The Douglas County Building and
Loan Association
By Pearl Baick
Secretary

STATE of KANSAS } ss:
Douglas County,

BE IT REMEMBERED, That on this 23rd day of November A.D. 1939 before me, the undersigned, a Notary Public, in and for said County and State, came Pearl Baick, Secretary of the Douglas County Building and Loan Association to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same as the act and deed of the said The Douglas County Building and Loan Association.

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

John C. Enick
Notary Public.

(SEAL) My Commission Expires January 15th, 1940

Recorded September 13, 1939 at 9:50 A.M.

Ward A. Beck Register of Deeds