assessments when the same become due and payable; and that she 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 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 party of the first part further agrees 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 any payment of said note or 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 party of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case, the whole of said principal and interest 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 party 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 party 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 party 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 party of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the party 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 party 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 party 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 however with the terms of such privilege as set forth in said note.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal on the day and year first above written.

Margaret S. Haines

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

Be it remembered, that on this 25" day of September, 1939 A.D. 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came MARGARET S. HAINES, a Widow, who is personally known to me to be the same person who executed the foregoing mortgage, and such person 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.

(SEAL) Term expires, Jan 15"- 1942 Rosa Robinson Notary Public Douglas County, Kansas.

Recorded September 25, 1939.at 3:45 P.M. Harold A. Beck Register of Deeds

This release was written on the original mortgage and entered this 21 day of May 1947
Harold A. Beck Reg. of Deeds
Helen D. Brown Deputy

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled this 21st day of April, 1947
Attest:
S. W. Rutter (Corporate Seal)
Assistant Secretary
The Guardian Insurance Company of America
By J. D. Browne

Receiving No. 8695

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS, Douglas COUNTY, SS:

KNOW ALL MEN BY THESE PRESENTS, That I, Charles A. Saile of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated December 28th 1929, made and executed by Joseph J. Phillips and Elizabeth A. Phillips, his wife of the first part, to Collins Mortgage Company of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 77, page 32, on the 17th day of January A.D. 1930 is as to Commencing at the North East corner of the North West Quarter (NW¼) of Section Twelve (12), Township Thirteen (13), Range Nineteen (19), thence South on quarter section line 40 rods, thence West 40 rods, thence North 40 rods, thence east 40 rods to place of beginning in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness my hand this 25th day of September A.D. 1939

Charles A. Saile