

## MORTGAGE RECORD 85

to keep the said premises insured in favor of said mortgagee in the sum of SEVEN HUNDRED FIFTY and 00/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance immediately shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall become immediately due and payable, or not, without notice, at the option of the party of the second part; and it shall be lawful for the party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law - appraisers hereby waived or not, at the option of the party of the second part, its successors or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

The parties of the first part further hereby transfer, set over and convey to the party of the second part, its successors or assigns, forever, all rents, royalties, bonuses, and delay payments that may, from time to time, become due and payable under any oil and gas or other mineral lease(s) or conveyances of any kind, now existing or that may hereafter come into existence, covering the above-described land, or any portion thereof, and said parties of the first part, agree to execute, acknowledge and deliver to the party of the second part such deeds, assignments or other instruments as the party of the second part may now or hereafter require in order to facilitate the payment to him of said rents, royalties, bonuses and delay payments. All such sums so received by the party of the second part shall be applied: first, to the payment of matured installments of either principal or interest due upon the note(s) secured hereby, or to the reimbursement of the party of the second part for any sums advanced in payment of taxes, insurance premiums, or other assessments, as herein provided, together with the interest due thereon, or to any or all of them as second party may elect; and second, the balance, if any, upon the principal remaining unpaid; or said party of the second part may, at its option, turn over and deliver to the then owner of said lands, either in whole or in part, any or all such sums, without prejudice to its rights to take and retain any future sum or sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder or by separate instrument made in accordance herewith to the party of the second part of said rents, royalties, bonuses and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the party of the second part's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of the mortgage of record, this conveyance and any conveyance or assignment made by separate instrument in accordance herewith, shall become inoperative and of no further force and effect.

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

Thornton A. Hemphill  
Helen M. Hemphill

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 21st day of October, A.D. 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thornton A. Hemphill and Helen M. Hemphill, his wife to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Chester A. Hemphill

(SEAL) (My commission expires April 22, 1940)

Recorded October 21, 1939 at 3:20 P.M.

Register of Deeds

Receiving No. 8881

## M O R T G A G E

THIS INDENTURE, Made this 18th. day of October 1939 between Paul H. Selzer and Zella Selzer, his wife of Douglas County, in the State of Kansas of the first part, and the Baldwin State Bank of Baldwin City Kansas of \_\_\_\_\_ County, in the State of Kansas, of the second part;

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$ Eight hundred DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

The north sixty (60) feet of lots Eighty one (81), Eighty three (83) and Eighty five (85) On Baker Street Baldwin City Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

ances thereunto belonging, or in anywise appertaining forever:  
PROVIDED ALWAYS, And those presents are upon this express condition, that whereas said Paul H. Selzer and Zella Selzer have this day executed and delivered one certain promissory note to said party of the second part for the sum of \$ Eight hundred DOLLARS, bearing even date herewith, payable at Baldwin State Bank, Baldwin City Kansas Kansas, in equal installments of fifteen DOLLARS each, the first installment payable on the 1st. day of December 1939, the second installment on the 1st. day of January 1940 and one installment on the 1st. days of each month in each year thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagor.

Now, if said Paul H. Selzer and Zella Selzer shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or

Received of Marion A. Hendrix the within named Mortgage  
the sum of Twenty Hundred Fifty and 00/100 Dollars, in full

1150 <sup>20</sup> \_\_\_\_\_  
\_\_\_\_\_ October 8, \_\_\_\_\_ 1911

Recorded 11 19 11

Ref. No. 2094

Fee Paid \$2.00