

MORTGAGE RECORD 85

at the option of the holder of this mortgage be and become immediately due and payable without notice, anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful, and the said mortgagor do authorize the said mortgagee to at once foreclose this mortgage; and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid when due, the first party agrees to pay to said second party interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

EIGHTH. As additional and collateral security for the payment of the note and indebtedness herein before described, the said party of the first part hereby assigns to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to them under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names, on the day and year first above mentioned.

Ollie M. Bruchmiller
C H Bruchmiller

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 16 day of February A.D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ollie M. Bruchmiller and C. H. Bruchmiller to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged 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. E. Hosford
Notary Public.

(SEAL) (Commission expires June 26, 1943)

Recorded February 16, 1940 at 10:15 A.M.

Hand of Clerk Register of Deeds

Receiving No. 9489 <

MORTGAGE

Reg. No. 2190 <

THIS MORTGAGE, made the Seventeenth day of October, A. D. 1939, Between EVERETT K. CHROMISTER and ETHEL LEONARD CHROMISTER, his wife of the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey and having its chief office in the City of Newark, State of New Jersey party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, to secure the payment of which they have executed their promissory note, of even date herewith for THREE THOUSAND FIVE HUNDRED AND NO/100 Dollars, payable in annual payments, the first payment of ONE HUNDRED AND NO/100 Dollars being payable on the First day of March, 1941, and a like amount being payable annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the First day of March, 1950, which said sum of THREE THOUSAND FIVE HUNDRED AND NO/100 Dollars bears interest at the rate in said note set forth, payable annually, on the First day of March of each year.

Said note provides that both principal and interest bear interest after maturity or upon any default in the payment of principal and/or interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its office in Newark, New Jersey in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12) and beginning at the Northwest (NW) corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Twelve (12), thence East One Hundred Sixty (160) rods; thence South Ninety (90) rods; thence West Eighty (80) rods; thence North Twenty (20) rods; thence West Eighty (80) rods; thence North Seventy (70) rods to the place of beginning, all in Township Thirteen (13) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian, containing One Hundred Sixty (160) acres, more or less.

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they 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, or assigns, for the benefit of 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 parties of the first part further agree 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 the failure on the part of the parties 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

Fee Paid \$8.75

used.

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