

## MORTGAGE RECORD 85

isfactory mortgage clauses and renewal receipts to said mortgagee. In case of loss, said mortgagee may collect insurance money or may require mortgagor to make such collection. Said money when collected shall be applied either upon the indebtedness hereby secured or in rebuilding, as said mortgagee may elect.

Third: That the said mortgage shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the loan proceeds secured by this mortgage and that it may make any payments it may consider necessary to remove, satisfy or extinguish any prior or outstanding title, lien or encumbrance, and may at its option, pay any delinquent taxes or assessments charged against said property, make any repairs necessary for the preservation of the improvements thereon, and may insure said property if default be made in the covenant to insure, and, if it shall appear in any of the Land Departments of the United States Government or in any Court or Tribunal whatever, to defend the title or possession of the mortgaged real estate, or this lien thereon, or appear in any Court to prove the mortgage debt, all the costs and expenses of such appearance, shall be repaid by said mortgagor and all sums so expended and such costs and expenses so incurred shall bear interest at the rate of ten per cent per annum from the date of payment by said mortgagee, and shall be an additional lien upon the mortgaged real estate concurrent with and collected in the same manner as the balance of the mortgaged debt hereby secured.

Fourth: As additional and collateral security for the payment of the debt as hereinbefore described and all sums to become due under this mortgage, said mortgagor hereby assigns to said mortgagee all the rents, profits, revenues, royalties, rights and benefits accruing to said mortgagor under all oil, gas, mineral, agricultural or other leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and the said mortgagee is further authorized to execute and deliver to the holder of any such lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

Fifth: If, as aforesaid, default shall be made in the payment of any note or interest at maturity, or any interest thereon when due, or the taxes or assessments, or any part of either, or if waste be committed on or improvements be removed from said real estate without written consent of the mortgagee, or if by reason of operation under any oil, gas, mineral or other lease, the premises are rendered unfit for agricultural purposes in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall at the option of said mortgagee become immediately due and payable without notice to any party, and no failure of said mortgagee to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of the right to exercise any option at any other time, as to any past, present or future default hereunder, but said mortgagee may without notice, at any time after a default as aforesaid, or a breach or violation of any of the covenants or agreements herein, immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same, to receive and collect the profits, rents, issues and royalties thereof, under the direction of the Court, and any amount so collected by said Receiver shall be applied under the direction of the Court to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage. In case of foreclosure, the judgment rendered shall provide that all of said real estate shall be sold together and not in parcels. Appraisement waived.

In Witness Whereof, the said parties of the first part hereunto set their hands, the day and year first above written.

Roy L. Sanford  
Ethel S. Sanford

STATE OF Oklahoma )  
County of Garfield ) ss.

On this 23d day of July A.D. 1940, before me, a Notary Public, in and for said County, personally appeared Roy L. Sanford and Ethel S. Sanford, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.

(SEAL) My commission expires Nov. 12 1941.

R. C. Dix  
Notary Public.

Recorded August 3, 1940 at 9:45 A.M.

*Harold A. Beck* Register of Deeds

Receiving No. 10575 < (The following is endorsed on the back of the original mortgage, recorded Book 58, Page 314)  
A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS, That Emma N. Cummings Douglas County, in the State of Kansas, the within-named mortgagee in consideration of One Dollar and other valuable consideration - - to her in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Margaret Isabella Cummings, her heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named.

IN WITNESS WHEREOF, The said mortgagee has hereunto set her hand this 3 day of August 1940

Elected in presence of  
Olin K. Petefish  
Bruce H. Cummings  
STATE OF KANSAS,  
Douglas County, ) ss

Emma N. Cummings

BE IT REMEMBERED, That on this 3rd day of August A.D. 1940 before me the undersigned a Notary Public in and for said County and State, came Emma N. Cummings to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

(SEAL) My Commission Expires Jan. 2nd 1941

Olin K. Petefish  
Notary Public

Recorded August 5, 1940 at 10:00 A.M.

*Harold A. Beck* Register of Deeds.