

MORTGAGE RECORD 85

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 accruing 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.

Lucile Price Carson
E. W. Carson

STATE OF Iowa,)
Marshall County,) ss.

BE IT REMEMBERED, That on this 8 day of Oct. A.D. 1940, before me, the undersigned, a Notary Public in and for said county and state, came Lucile Price Carson and E. W. Carson, her husband 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.

(SEAL) My commission expires on the 5 day of July, 1942.

Daphne Valpura
Notary Public.

Recorded October 18, 1940 at 10:00 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 10869 <

AGREEMENT FOR EXTENSION OF MORTGAGE

Per. No. 2457
Fee Paid \$7.50

Lawrence, Kansas, October 9, 1940

The undersigned hereby covenant that they are the legal owners of the premises conveyed to E. W. Emery by a Mortgage, dated October 1 1938 made by Jay D. Mitchell, a widower, and duly recorded in Douglas County, Kansas, Book 80, on page 162, to which Mortgage was given to secure the payment of a note or bond for the sum of Three thousand eight hundred and no/100 (\$3,800.00) DOLLARS, payable October 1, 1940, to E. W. Emery or order, upon which note or bond there remains unpaid the sum of \$3,000.00, of principal money; and in consideration of the extension of the time for the payment thereof as follows: \$3,000.00 on the first day of July 1945 hereby agrees to assume said indebtedness and to pay interest upon said principal sum remaining unpaid from time to time, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of five per cent per annum, payable semi-annually, for and during said term of extension; both principal and interest to be paid, when due, at THE FIRST NATIONAL BANK, Lawrence, Kansas, and in case of default in payment of principal or interest, or in case of non-payment of taxes or breach of any of the covenants contained in said Mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

Jay D. Mitchell

Recorded October 18, 1940 at 10:05 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 10871 <

MORTGAGE

Reg. No. 2468 <
Fee Paid \$6.00

THIS INDENTURE, Made this 14th day of October, 1940, by and between Harold K. Snider and Helen Snider, his wife of Douglas County, Kansas, Mortgagor, and The Security Benefit Association, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Two Thousand Four Hundred and no/100 Dollars (\$2,400.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate situated in the County of Douglas, State of Kansas, to wit:

Lot No. Thirty-eight (38) in Breezedale, an Addition to the City of Lawrence

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor or of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Two Thousand Four Hundred and no/100 Dollars (\$2,400.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per