

MORTGAGE RECORD 85

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.

Elsie Ringo Arcey
Wallace Arcey

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 18th day of October A.D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Elsie Ringo Arcey to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the 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.

(SEAL) (Commission expires Oct. 3rd, 1944)

Arthur C. Peck
Notary Public.

STATE OF Oklahoma, Pottawatomie County, ss.

BE IT REMEMBERED, That on this 17th day of October A.D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Wallace Arcey to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the 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.

(SEAL) (Commission expires 2-21-1941)

A C Cummings
Notary Public.

Recorded October 19, 1940 at 8:15 A.M.

Harold D. Beck Register of Deeds

Reg. No. 2469 < Receiving No. 11005 <
Fee Paid \$4.25

KANSAS MORTGAGE

THIS INDENTURE, Made the 1st day of October A.D. 1940, between George H. Rothberger and Theresa Rothberger, his wife, parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office at number 393 Seventh Avenue, New York City, N.Y., party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of Twenty-five Hundred and no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors or assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

East Fractional Half Lying South of River of the Southeast Fractional Quarter of Section Thirty-one (31), Township Twelve (12), South, Range Twenty-one (21), East of the Sixth Principal Meridian, and the East Thirty (30) Acres of Northeast Quarter of the Northeast Quarter of Section Six (6), Township Thirteen (13), South, Range Twenty-one (21), East of the Sixth Principal Meridian, and containing 60 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever.

And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisalment, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, That whereas, the said parties of the first part, are justly indebted to the said The Equitable Life Assurance Society of the United States for money borrowed in the principal sum of Twenty-five Hundred and no/100 Dollars, to secure the payment of which the parties of the first part have executed and delivered to the said The Equitable Life Assurance Society of the United States a certain promissory note in the sum of Twenty-five Hundred and no/100 Dollars, bearing even date herewith and payable to the order of The Equitable Life Assurance Society of the United States, its successors or assigns, according to the tenor and effect of said note, with interest thereon from October 1, 1940 to maturity, at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable semi-annually, until paid.

And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid to procure and maintain policies of fire and if required tornado and windstorm insurance on the buildings erected and to be erected upon the above described premises in some responsible company or companies, to the satisfaction of the party of the second part, to the amount of \$10,000.00, loss, if any, payable to the mortgagee or its assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said party of the second part, for further securing the payment thereof; all renewal policies to be delivered to the party of the second part at its New York office at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the damaged buildings as the mortgagee may elect; and in the event of foreclosure hereunder, with power to assign to the purchaser at foreclosure sale the unexpired term of all such policies; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which satisfaction the parties of the first part agree to pay, otherwise to remain in full force.

Reg.
Fee