

MORTGAGE RECORD 85

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay such insurance premiums, liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate of ten (10) per cent per annum shall be deemed a payment of the indebtedness secured by this mortgage, and may pay said taxes and assessments (irregularity in the levy or assessment thereof being expressly waived), and all such taxes and assessments with interest thereon from time of payment at the rate so made and provided for by the statutes of the State of Kansas, shall be deemed a payment of the indebtedness secured by this mortgage, and all such payments of insurance premiums, liens, taxes, special assessments, expenses or attorney's fees shall be due from and payable by the parties of the first part to the party of the second part, its successors or assigns, immediately upon being paid by the party of the second part, its successors or assigns; but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

In the event of the passage after the date of this mortgage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the land requiring the payment of the mortgage debt. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty days.

And it is agreed that a cure default shall be made in the payment of the principal of said note or any installment thereof or of any interest thereon when due, or in the payments of any insurance premium or of special assessments, or if there shall be a failure to comply with any condition of this mortgage when the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees, herein specified, shall, at the option of the party of the second part, its successors or assigns, become due and payable at once without notice to the parties of the first part, and be collectible at once by foreclosure or otherwise, and agreement is hereby expressly waived.

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 to 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 tier of 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 herunto set their hands and seal_ the day and year first above written.

George H Rothberger
Theresa Rothberger

STATE OF KANSAS,)
DOUGLAS COUNTY,) ss.

BE IT REMEMBERED, That on this 10th day of October A.D. 1940, before me, the undersigned, a Notary Public, in and for said county and state, came George H. Rothberger and Theresa Rothberger, his wife, 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 subscribed my name and affixed my official seal on the day and year last above written.

W. C. Morcier
Notary Public.

(SEAL) My commission expires on the 12 day of October, 1943.

Recorded October 19, 1940 at 9:35 A.M.

Register of De

Receiving No. 11011 <

RELEASE

WHEREAS on September 10th, 1915, Rosa Heffner and Anna C. Heffner, wife, executed and delivered to Sarah A. Jewett, a mortgage recorded in the office of the Register of Deeds, Douglas County, Kansas, in Book 53, page 252, covering the following described property to-wit:

The South Fifteen (15) Acres of the East One-half of the Southeast Quarter of the Southeast Quarter of Section One (1), Twp. Thirteen (13) Range Nineteen (19) in Douglas County, Kansas, and.

WHEREAS the indebtedness secured by said mortgage has been paid, and,

NOW THEREFORE we the undersigned, the sole and only surviving heirs at law of Sarah A. Jewett, deceased, do hereby release said mortgage described above.

In witness whereof, we have hereunto set our hands this 17th day of August, 1940.

Mary J Rhea
Naomi F. Bookman
Gladys A. Fuller
Charles J Fuller
E A Jewett
Mrs Nellie M Jewett
Florence A. Jewett
Burt C Jewett

STATE OF ILLINOIS SS:
COUNTY OF Du Page

BE IT REMEMBERED, That on this 3rd day of Sept, 1940, before me, June Steck, a Notary Public in and for said County and State, came Naomi F Beekman to me personally known to be the same person who exe-

[illegible]

Witness:
(Corp. Seal)

1044
Harold G. Beck
Aug. 21, 1944