

MORTGAGE RECORD 85

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 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 mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part, 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 the said party of the second part, 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 assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct, and any judgment for the foreclosure of this mortgage shall provide that all of the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Mrs. Margaret E. Gray
Florence Gray
Fred Gray
Ida Gray
Lee Gray
Jessie Gray

State of Kansas,)
County of Shawnee) ss:

Be it remembered, that on this 20th day of January, A. D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came MARGARET E. GRAY, a Widow; FLORENCE GRAY, a single woman; FRED GRAY and IDA GRAY, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Laura Morgan
Notary Public, Shawnee County, Kansas

(SEAL) Term expires, July 6 1942

STATE OF MISSOURI)

COUNTY OF POLK) ss:

Be it remembered, that on this 26th day of January A. D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came LEE GRAY and JESSIE GRAY, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Bessie B. Tillor
Notary Public ----- County,

(SEAL) Term expires, Feb. 26-1942

Recorded February 5, 1941 at 9:35 A. M.

Harold A. Beck Register of Deeds.

MORTGAGE

THIS INDENTURE, Made this Fourth day of February A.D. 1941, between Hale Steele and Cainie W. Steele, his wife of the City of Baldwin of Douglas County, in the State of Kansas, of the first part, and The Ottawa Building and Loan Association of Ottawa, Franklin County, Kansas, of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Thirteen Hundred and No/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

Lots Forty-six (46), Forty-eight (48) and Fifty (50) on High Street, Baldwin City, Douglas County, Kansas; Also, Lot Fifty-eight (58) on High Street in the City of Baldwin, Douglas County, Kansas.

Together with all apparatus, fixtures, furnaces, heaters, mantles, gas and electric light fixtures, screens, screen doors, awnings, bath tubs, plumbing fixtures and all other fixtures of whatsoever kind or nature contained or placed in the building upon said premises, as well as all garages and other out-buildings placed and to be placed upon said premises, whether the same are upon or off of foundations. To Have and to Hold the Same, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same.

If secured secured by 1941 mortgage of Hale Steele and Cainie W. Steele, of the City of Baldwin, Douglas County, Kansas, of the first part, and The Ottawa Building and Loan Association of Ottawa, Franklin County, Kansas, of the second part.

This release was written on the original mortgage entered this 21 day of January 1941.

Deputy

Reg. No. 2564 Receiving No. 11447
Fee Paid \$3.25

Mr. Paul Allen, in Book 87, page 110