

MORTGAGE RECORD 85

described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect.

FIFTH. That the party of the first part hereby agrees to pay all taxes and assessments, general or special, which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, or any interest therein to be sold for taxes.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

SEVENTH. That if such payments be made as herein specified this conveyance shall be void, but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this mortgage, or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, or if at any time any law, either federal or state, should be passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds, or upon the principal or interest money secured by bonds or mortgages, or by virtue of which the owner, for the time being, of the land above described, shall be authorized to pay any such tax upon said bond or mortgage, or principal or interest thereby secured, or on the security, or either of them, and deduct the amount of such tax paid from any money or principal or interest secured by said bond and mortgage, then in any such case the said principal sum and all other sums herein secured, with all arrearages of interest thereon, shall at the option of the holder of this mortgage be and become immediately due and payable without notice, anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful, and the said mortgagors do authorize the said mortgagee to at once foreclose this mortgage; and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid when due, the first party agrees to pay to said second party interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

EIGHTH. As additional and collateral security for the payment of the note and indebtedness herein before 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 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 party of the first part have hereunto subscribed their names, on the day and year first above mentioned.

L W Lee
Besse Lee

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 27th day of May, A.D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came L. W. Lee and Besse Lee, his wife to me personally known to be the same persons 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.

Arthur S. Peck
Notary Public.

(SEAL) (Commission expires October 3, 1944)

Recorded May 31 1941 at 10:50 A.M.

Harold D. Beck Register of Deeds

Rep.No.2673 / Receiving No. 12006 -
Fee Paid \$1.25

EXTENSION AGREEMENT

WHEREAS, on the 1st day of June, 1940, Vernon C. Springer and Mildred Springer, his wife executed and delivered a certain mortgage to Herbert J. Glead, which said mortgage was recorded in book 87, page 82 of the mortgage records of Douglas county, State of Kansas, to secure the payment of a note dated June 1, 1940, due June 1, 1941, in the principal sum of \$500.00, with interest at the rate of six per cent., payable annually on the first days of June and __; and

WHEREAS, the undersigned, Vernon C. Springer and Mildred Springer, his wife, hereby covenant that they are the present legal owners of the premises described in said mortgage recorded as aforesaid, to which reference is hereby made for particular description of said real property, and the undersigned do hereby agree that there remains a balance due and unpaid on said indebtedness in the amount of \$500.00, represented by the above described note and mortgage; and

WHEREAS, W. C. Simons of Lawrence, Kansas is the present owner and holder of the note representing the unpaid balance due on said indebtedness and the mortgage securing the same, and, upon the application of the obligors heretofore named, has consented that time of payment of said note and mortgage may be extended upon the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the extension of time for the payment of said indebtedness the undersigned covenant and agree to pay the said indebtedness on or before the 1st day of June, 1943, together with interest thereon at the rate of 6 per cent. per annum, payable annually on the 1st days of June in each calendar year; principal and interest to be payable at Lawrence National Bank, and in the event the principal sum or any interest be not paid when due, then said principal sum or any part thereof not paid when due or demandable and all interest due and unpaid shall bear interest after maturity at the rate of 6 per cent. per annum. Time is of the essence of this extension agreement; and in the event of default in the payment of any interest when due or the non-payment of taxes or breach of any of the covenants contained in said original mortgage, it shall be optional with the legal owner of said principal note and mortgage to declare said principal sum immediately due and payable.

It is expressly understood that nothing herein contained shall be construed to impair the security of the owner and holder of said note and mortgage, its successors or assigns, but that all of the covenants and conditions of said note and mortgage shall continue in full force and effect in so far as they are not inconsistent with this extension agreement, to which they are to apply as fully as if the terms of this agreement were originally set forth in and made a part of said note and mortgage.

Permission is given to make payments upon principal in the sum of One Hundred Dollars (\$100.00) or multiples thereof at any interest-paying time.

IN WITNESS WHEREOF, the undersigned have affixed their signatures, this 25th day of May, 1941.

Vernon C Springer
Mildred Springer