

MORTGAGE RECORD 85

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of SIX HUNDRED and 00/100 DOLLARS, and in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the party of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance immediately shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall become immediately due and payable, or not, without notice, at the option of the party of the second part; and it shall be lawful for the party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law - appraisement hereby waived or not, at the option of the party of the second part, its successors or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, his heirs or assigns.

The party of the first part further hereby transfers, sets over and conveys to the party of the second part, its successors or assigns, forever, all rents, royalties, bonuses, and delay moneys that may, from time to time, become due and payable under any oil and gas or other mineral lease(s) or conveyances of any kind, now existing or that may hereafter come into existence, covering the above-described land, or any portion thereof, and said party of the first part, agrees to execute, acknowledged and deliver to the party of the second part such deeds, assignments or other instruments as the party of the second part may now or hereafter require in order to facilitate the payment to him of said rents, royalties, bonuses and delay moneys. All such sums so received by the party of the second part shall be applied: first, to the payment of matured installments of either principal or interest due upon the note(s) secured hereby; or to the reimbursement of the party of the second part for any sums advanced in payment of taxes, insurance premiums, or other assessments, as herein provided, together with the interest due thereon, or to any or all of them as second party may elect; and second, the balance, if any, upon the principal remaining unpaid; or said party of the second part may, at its option, turn over and deliver to the then owner of said lands, either in whole or in part, any or all such sums, without prejudice to its rights to take and retain any future sum or sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder or by separate instrument made in accordance herewith to the party of the second part of said rents, royalties, bonuses and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the party of the second part's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of the mortgage of record, this conveyance and any conveyance or assignment made by separate instrument in accordance herewith, shall become inoperative and of no further force and effect.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal, the day and year first above written.

Charles Hemphill

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 12th day of July, A.D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles Hemphill, a single man to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day and year last above written.

John C Knick

(SEAL) My Commission expires January 15th, 1944)

Recorded July 12, 1941 at 10:45 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 12243 <

MORTGAGE

THIS MORTGAGE, made the 12th day of July, A.D. 1941, Between George W. Bradshaw and Mary C. Bradshaw, his wife of the City of Lawrence, in the County of Douglas, and State of Kansas, parties of the first part and M. Conrad McGrew, party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to M. Conrad McGrew, for money borrowed in the sum of Five Thousand Two Hundred and no/100 DOLLARS, to secure the payment of which they have executed a promissory note, of even date herewith, for the principal sum of Five Thousand Two Hundred and no/100 DOLLARS, with interest from date, until maturity, at the rate set forth in said note being an instalment note by the terms of which the said parties of the first part agree to pay to M. Conrad McGrew, or order, the principal and interest in monthly installments as follows, namely: Beginning on the first day of December, 1941, and on the first day of each month thereafter the sum of Fifty-two and no/100 Dollars and the balance of said principal sum due and payable on the first day of August, 1942. The aforesaid monthly payments of Fifty-two and no/100 Dollars each are to be applied first to interest at the rate set forth in said note on the principal sum of Five Thousand Two Hundred and no/100 Dollars, or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied on account of principal.

Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent per annum, and said note is made payable to the order of said M. Conrad McGrew, at the office of the McGrew-Peck Inv. Co., or at such other place as may be designated in writing by the owner and holder of the note secured by this mortgage, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the City of Lawrence in the County of Douglas and State of Kansas, to wit:

Lot C and North one half of Lot B in Block Number Three (3) in University Place, an addition to the City of Lawrence.

July 22, 1941
Received of Charles Hemphill the within mortgage, the same has been read and 20/100
of the same in full satisfaction of the within mortgage. The within mortgage is hereby
By *Charles Hemphill*
Witness: *John C. Knick*
Reg. of Deeds
State of Kansas
This mortgage was written in the original mortgage entered this 12th day of July, 1941.
Harold A. Beck
Reg. of Deeds
Deputy
Reg. No. 2712
Fee Paid \$13.00
The amount secured by this mortgage has been paid in full to said party of the first part on the 12th day of January, 1944, by M. Conrad McGrew.

THIS MORTGAGE WAS WRITTEN IN THE ORIGINAL MORTGAGE ENTERED THIS 12th DAY OF JULY, 1941.
Harold A. Beck
Reg. of Deeds