

MORTGAGE RECORD 88

executed by him, as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as Agent and Attorney-in-Fact), said Corporation and said Commissioner, all for the uses and purposes set forth and specified therein.

WITNESS my hand and seal, the day and year last above written.

(SEAL) My Commission Expires April 24, 1945

Minnie B. Hume
Notary Public.

Recorded April 17, 1942 at 10:50 A. M.

Harold A. Beck Register of Deeds.

Receiving No. 13690

MORTGAGE

Reg. No. 2964
Fee Paid \$15.00

THIS MORTGAGE, made the 28th day of February A. D. 1942, Between HERBERT LEROY KNABE and BLANCHE KNABE, his wife of the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for purchase money in the sum of SIX THOUSAND and 00/100 DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith for SIX THOUSAND and 00/100 Dollars, payable in annual payments, the first payment of ONE HUNDRED FIFTY and 00/100 Dollars being payable on the 1st day of March, 1943, and a like amount being payable annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the 1st day of March, 1952 which said sum of SIX THOUSAND and 00/100 Dollars bears interest at the rate in said note set forth, payable annually, on the 1st day of March of each year.

Said note provides that both principal and interest bear interest after maturity or upon any default in the payment of principal and/or interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its office in Newark, New Jersey, or at such other place as the holder thereof may designate in writing, 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 County of Douglas and State of Kansas, to wit:

The North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the East Sixty (60) acres of the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty Four (34), Township Thirteen (13) South, Range Twenty One (21) East of the Sixth Principal Meridian.

SUBJECT to pipe line easement.

Subject, however, to certain oil, gas and mineral rights reserved to the party of the second part herein in its deed of even date to the party of the first part herein.

Being the same premises conveyed to the parties of the first part by the party of the second part by deed of even date herewith. This is a first purchase money mortgage.

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes, and assessments of any type or nature against said premises when they become due; and agree to pay all taxes which may be assessed upon this mortgage, or note or the money secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof upon the mortgagee. Upon violation of this understanding or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any court of last resort of a decision that the undertaking by the mortgagors, as herein provided, to pay any tax or taxes, is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter to be enacted; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, and deliver the said policy or policies to the party of the second part, or assigns, as collateral security for the debt hereby secured. The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

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 cent. 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

This release was written on the original mortgage entered this 15th day of May 1946 *Harold A. Beck* Reg. of Deeds

The amount by this mortgage has been paid in full and the same is hereby canceled this 1st day of March 1946. The Prudential Insurance Company of America. Attest of H. A. Beck, Register of Deeds.