

MORTGAGE RECORD 88

a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at four and one-half per centum (4½%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisal is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

John Zook
Frances Zook

STATE OF KANSAS,)
COUNTY OF DOUGLAS) SS:

BE IT REMEMBERED, that on this twenty-seventh day of June, 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John Zook & Frances Zook, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

E B Martin
Notary Public

(SEAL) My Commission expires September 17, 1945.

Recorded June 30, 1942 at 3:25 P.M.

Harold A. Beck Register of Deeds

Receiving No. 15128

RELEASE

KNOW ALL MEN BY THESE PRESENTS that,

WHEREAS the Kansas Public Service Company, a corporation organized and existing under the laws of the state of Delaware and having its principal place of business in the City of Lawrence in Douglas County, Kansas, executed and delivered to The Fourth National Bank in Wichita, Kansas, as trustee, a certain indenture of mortgage, hereinafter called the mortgage, dated as of July 1, 1939, for the purpose of securing its first mortgage bonds issued under date of July 1, 1939, and recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 17th day of August, 1939, as a real estate mortgage in Book 85 on pages 6 to 26, both inclusive, and filed as a chattel mortgage on August 19, 1939 and numbered 2927, and

WHEREAS said mortgage secured the payment of \$350,000.00 principal amount of first mortgage bonds bearing interest at the rate of 4% per annum and due serially, and

WHEREAS all of such first mortgage bonds so issued and secured by said mortgage have been paid or provision made for the payment thereof according to the terms of said mortgage, and said mortgage thereby being fully satisfied.

NOW, THEREFORE, The Fourth National Bank in Wichita, Wichita, Kansas, trustee under said mortgage, hereby acknowledges that all of the above mentioned bonds secured thereby have been satisfied according to the terms of the mortgage securing the payment of the same and the Register of Deeds of Douglas County, Kansas, is hereby authorized to release said mortgage of record.

IN WITNESS WHEREOF The Fourth National Bank in Wichita, Wichita, Kansas, trustee as aforesaid, has caused this release to be signed by its Vice president and its corporate seal to be hereto affixed and attested by its cashier at Wichita, Kansas, on this 30th day of June 1942:

THE FOURTH NATIONAL BANK IN WICHITA
Wichita, Kansas, as Trustee
By H D Lester
Vice President

(CORP. SEAL) Attest W Dale Critser Cashier

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED that on this 30 day of June, 1942, before me, the undersigned, a Notary Public in and for Sedgwick County, Kansas, personally appeared H. D. Lester, a Vice president of The Fourth National Bank in Wichita, Wichita, Kansas, a corporation organized and existing under the laws of the United States of America the trustee under a certain trust indenture executed by the Kansas Public Service Company, a Delaware corporation, under date of July 1, 1939, and W. Dale Critser cashier of said corporation, being to me known to be the persons who executed the foregoing release on behalf of said The Fourth National Bank in Wichita, Wichita, Kansas, and that each acknowledged the execution of said instrument in his respective official capacity for, and on behalf of, and as the act and deed of, said corporation as such trustee.

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

Florence Huffman
Notary Public, Sedgwick County, Kansas

(SEAL) My Commission Expires December 27, 1944.

Recorded July 1, 1942 at 9:45 A. M.

Harold A. Beck Register of Deeds