

MORTGAGE RECORD 88

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 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.

Byron I. Holmes (SEAL)
Nellie M. Holmes (SEAL)

State of Kansas
County of Douglas) SS;

Be it remembered, that on this 6 day of July, A. D. 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came BYRON I. HOLMES and NELLIE M. HOLMES, 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.

(SEAL) Term expires, Sept 4th 1942

C B Butell Douglas
Notary Public County Kansas

Recorded July 6th 1942 at 3:03 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 15144

EXTENSION AGREEMENT

Reg. No. 3043
Fee Paid \$2.75

WHEREAS, on the 24th day of June, 1937 C. H. Ziesenis and Emma F. Ziesenis, husband and wife executed and delivered a certain mortgage to THE STANDARD LIFE ASSOCIATION, which said mortgage was recorded in book 83, page 162 of the mortgage records of Douglas county, State of Kansas, to secure the payment of a note dated June 24th, 1937, due July 1st, 1942, in the principle sum of \$1,700.00 with interest at the rate of 5½ per cent, payable semi-annually on the 1st days of January and July and

WHEREAS, the undersigned C. H. Ziesenis and Emma F. Ziesenis 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 \$1,100.00 represented by the above described note and mortgage; and

WHEREAS, THE STANDARD LIFE ASSOCIATION 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 hereinbefore 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 July, 1947, together with interest thereon at the rate of 4½ per cent, per annum, payable semi-annually on the 1st days of January and July, and \$75.00 to be paid on principal on the first days of January and July in each year, under year, principal and interest to be payable at Lawrence, Kansas, and in the event the principal sum or part thereof not paid when due or demandable and all interest due and unpaid shall bear interest after maturity at the rate of 10 per cent per annum. Time is of the essence of this extension agreement; and in the event default in the payment of any interest when due or the non-payment of taxes or breach of any of the covenants in said original mortgage, it shall be optional with the legal owner of said principal note and mortgage to