

## MORTGAGE RECORD 88

which may be found to exist on said property and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which satisfaction the parties of the first part agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay such insurance premiums, liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate of ten (10) per cent per annum shall be deemed a part of the indebtedness secured by this mortgage, and may pay said taxes and assessments (irregularity in the levy or assessment thereof being expressly waived) and all such taxes and assessments with interest thereon from time of payment at the rate so made and provided for by the statutes of the State of Kansas, shall be deemed a part of the indebtedness secured by this mortgage, and all such payments of insurance premiums, liens, special assessments expenses or attorney's fees shall be due from and payable by the parties of the first part to the party of the second part, its successors or assigns, immediately upon being paid by the party of the second part, its successors or assigns; but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

In the event of the passage after the date of this mortgage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the land requiring the payment of the mortgage debt. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty days.

And it is agreed that in case default shall be made in the payment of the principal of said note or any installment thereof or of any interest thereon when due, or in the payments of any insurance premiums, taxes or special assessments, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees, herein specified, shall, at the option of the party of the second part, its successors or assigns, become due and payable at once without notice to the parties of the first part, and be collectible at once by foreclosure or otherwise, and appraisement is hereby expressly waived.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors 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 said party of the second part, its successors 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 their assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

In case of the renewal or extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time.

In Witness Whereof the said parties of the first part hereunto set their hands and seal the day and year first above written.

In presence of  
C. B. Hosford  
E Arnold

Fred James Whaley  
Jessie C Whaley

STATE OF KANSAS )  
Douglas County. ) SS.

Be it Remembered, That on this 22 day of July, A. D. 1942 before me, the undersigned, a Notary Public, in and for said county and state, came Fred James Whaley and Jessie C. Whaley, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

In Testimony Whereof, I hereunto subscribe my name and affix my official seal on the day and year last above written.

C. B. Hosford  
Notary Public

(SEAL) My commission expires on the 26 day of June, 1943.

Recorded July 27, 1942 at 10:00 A. M.

Harold A. Beck Register of Deeds

Receiving No. 15275

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, We hereby sell, assign and transfer to Walter A. Schaal and Newton H. Schaal, all of our rights, title and interest in and to a certain mortgage and the indebtedness secured thereby made and executed by Mildred A Sloan and O. A. Sloan, her Husband, to A. H. Schaal (also known as Adam H. Schaal) now deceased, which mortgage is recorded in Book 80 of Mortgages on Page 47 in the Office of the Register of Deeds of Douglas County, Kansas; said mortgage being assigned to The Lawrence National Bank, Trustee by The Lawrence National Bank as Executor of the Will of Adam H. Schaal, Deceased.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 24th day of May, 1939.

(CORP. SEAL)

The Lawrence National Bank of  
Lawrence, Douglas County, Kansas,  
Trustee of the Estate of Adam H.  
Schaal, deceased.  
By I. J. Meade  
Executive Vice President

STATE OF KANSAS )  
COUNTY OF DOUGLAS ) SS.

BE IT REMEMBERED, That on this 24th day of May, 1939 before me, Geo. D. Walter, a Notary Public, in and for said County and State, came the Lawrence National Bank of Lawrence, Douglas County, Kansas, Trustee of the Estate of Adam H. Schaal, deceased, by I. J. Meade, Executive Vice President, who is personally known to me to be the same person who executed and acknowledged the foregoing instrument of writing on behalf of said Bank and as said Trustee.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission expires August 19, 1939

Geo D Walter Notary Public

Recorded July 28, 1942 at 1:00 P.M.

Harold A. Beck Register of Deeds

How are many of them found. That the said land is owned by the said party of the first part, its successors or assigns, and that the said party of the first part, its successors 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 their assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.