

## DOUGLAS COUNTY

debt hereby secured or any part thereof or to foreclose this mortgage; and in event suit is commenced to foreclose this mortgage, the mortgagee, its successors 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 this mortgage and note secured hereby shall be in all respects construed according to the laws of the State of Kansas.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of Kansas, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws now in force 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 whole of the principal sum secured by this mortgage, together with the interest due thereon, shall at the option of said party of the second part, without notice to any party, become immediately due and payable.

EIGHTH. In case of foreclosure hereof said mortgagor hereby expressly waives the appraisal of said real estate and all benefits of the homestead and stay laws of said State.

NINTH. It is further agreed that in event any of the land herein above described is sought to be taken by virtue of the law of eminent domain, the said mortgagor, his administrators, executors, successors or assigns, will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain, and agrees and directs that all condemnation or purchase-money which may be agreed upon or which may be found to be due, be paid to the party of the second part or its assigns and be credited upon the balance due hereunder.

TENTH. As Additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee, its successors and assigns, all of the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors or assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or, prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

ELEVENTH. In construing the mortgage, the word "mortgagor" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void, otherwise to remain of full force and virtue.

Upon satisfaction of this mortgage the mortgagor agrees to accept from the mortgagee a duly executed release of same, have it recorded and pay the cost of recording.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

{Seal Shows Douglas County}

Addie U. Penny  
M. N. Penny

STATE OF KANSAS COUNTY, SS

BE IT REMEMBERED, That on this 26th day of August, A. D. 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Addie U. Penny and M. N. Penny, her husband, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

(SEAL) Commission expires July 29, 1946

J Underwood  
Notary Public

Recorded August 28, 1942 at 3:40 P.M.

*Harold A. Beck* Register of Deeds

Receiving No. 15507

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Reg. No. 3062  
Fee Paid \$8.00

## MORTGAGE

THIS INDENTURE, Made this 20th day of July, 1942, by and between Harry Shepard and Goldie Shepard, his wife of Douglas County, Kansas Mortgagor, and The Security Benefit Association a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of THREE THOUSAND TWO HUNDRED and 00/100. Dollars (\$3,000.00) the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lots Nos. Seven (7) and Nine (9) on Ohio Street in the City of Lawrence

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the eight (8) months time from the date of the mortgage declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility) the Mortgagee or the holder of the note may at its option declare all sums secured hereby immediately due and payable.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of THREE THOUSAND TWO HUNDRED and 00/100 Dollars (\$3,200.00) as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per centum (4½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Security Benefit Association in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-four and 48/100 Dollars (\$24.48) commencing on the First day of October, 1942, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment, of principal and interest, if not sooner paid shall be due and payable on the first day of September, 1957.

The Mortgagor covenants and agrees as follows: