

## MORTGAGE RECORD 88

then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said party of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property and may insure said property if default be made in the covenant to insure, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the party of the first part; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect.

FIFTH. That the party of the first part hereby agrees to pay all taxes and assessments, general or special which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, or any interest therein to be sold for taxes.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

SEVENTH. That if such payments be made as herein specified this conveyance shall be void, but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this mortgage, or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, or if at any time any law, either federal or state, should be passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds, or upon the principal or interest money secured by bonds or mortgages, or by virtue of which the owner, for the time being of the land above described, shall be authorized to pay any such tax upon said bond or mortgage, or principal or interest thereby secured, or on the security, or either of them, and deduct the amount of such tax paid from any money or principal or interest secured by said bond and mortgage, then in any such case the said principal sum herein secured, with all arrearages of interest thereon, shall at the option of the holder of this mortgage be and become immediately due and payable, anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful, and the said mortgagors do authorize the said mortgagee; to at once foreclose on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as the past present or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid when due, the first party agrees to pay to said second party interest at the rate of ten per cent per annum, computed annually on said principal, note, from the date of default to the time when said principal and interest shall be fully paid.

EIGHTH. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assigns to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to them under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

IN WITNESS WHEREOF, The said party of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Lawrence Glock  
Ethel M. Glock

STATE OF KANSAS, Shawnee County, SS.

BE IT REMEMBERED, That on this 14th day of December A.D. 1942 before me, the undersigned, a Notary Public in and for the County and State aforesaid came Lawrence Glock and Ethel M. Glock his wife, 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)

Mary Whitlock

Recorded December 21, 1942 at 1:15 P.M.

*Harold R. Beck*

Register of Deeds

This release was written on the original mortgage

entered this 27 day of Nov 1946

*Harold R. Beck*  
Reg. of Deeds

Receiving No. 16530

## EXTENSION AGREEMENT

Reg. No. 3291  
Fee Paid \$15.50

WHEREAS, The Security Benefit Association is the present owner of the promissory note of date January 25, 1938, executed by Spencer E. McCoy and Myrtle P. McCoy his wife to The Security Benefit Association due January 1, 1943, for the sum of SEVEN THOUSAND AND 00/100 DOLLARS, of which there remains unpaid the sum of SIX THOUSAND TWO HUNDRED and 00/100 DOLLARS, and which said note is secured by a mortgage on real estate situated in the County of Douglas State of Kansas, which said mortgage was filed for record in the office of the Register of Deeds of said County and State on the 1st day of February, A.D. 1938, and recorded in book 81, at page 75, and

WHEREAS, Spencer E. McCoy and Myrtle P. McCoy is the legal owner of the real estate conveyed by said mortgage,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the promise of The Security Benefit Association to extend the time of payment of the principal remaining due on said note as follows:

\$100.00	due August 1, 1943	\$100.00	due February 1, 1946
\$100.00	due February 1, 1944	100.00	due August 1, 1946
100.00	due August 1, 1944	100.00	due February 1, 1947
100.00	due February 1, 1945	100.00	due August 1, 1947
100.00	due August 1, 1945	5,300.00	due February 1, 1948

we, whose names are hereunto subscribed, hereby agree jointly and severally to assume and pay said indebtedness, and pay interest thereon from January 1, 1943 at the rate of 4 1/2 per cent per annum, payable on the 1st day of February & August of each year, provided the same is paid when due, otherwise the installments of both principal and interest are to draw ten per cent interest per annum after due. It is understood and agreed that none of other conditions and obligations of said note and mortgage, except as herein mentioned, shall be affected by this extension, but shall remain in full force and effect and shall be binding upon us. In case of default of payment of any installment of said interest or principal, or in case of non-payment of taxes, or breach of any of the covenants contained in said original note or mortgage, as extended by this agreement it shall be optional with the legal holder of said note to declare said principal sum immediately due and payable.

WITNESSETH OUR HANDS, this 27 day of November, 1942.

SPENCER E. MCCOY