

## MORTGAGE RECORD 88

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 pay such insurance, premiums, liens, taxes, 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, taxes, 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 at 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 become due and collectible, at the option of the holder of this mortgage.

In case of 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

William H. Johannning  
Carrie M. Johannning

STATE OF KANSAS }  
Douglas County } SS.

Be it Remembered, That on this 23 day of March, A. D. 1943 before me, the undersigned, a Notary Public in and for said county and state, came William H. Johannning and Carrie M. Johannning, 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.

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

C. B. Hosford  
Notary Public

Recorded April 1, 1943 at 3:30 P.M.

*Harold A. Beck* Register of Deeds

Receiving No. 17131

Partial Release

State of Kansas }  
Douglas County } SS.

Know all Men by these Presents, That The Douglas County Building and Loan Association hereby certifies that a certain Mortgage dated August 3rd 1937 made and executed by Edwin T. Burgess and his wife Helen E. Burgess, of the first part, to The Douglas County Building and Loan Association, of the second part, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 82 page 303, is as to the following in Douglas County, Kansas:

Lot No. One Hundred Fifty Four (154) on Maine Street/Block No. Fifty Six (56) in that part of the City of Lawrence, known as West Lawrence,

fully paid, satisfied, released and discharged.  
Dated this 3rd day of April 1943.

THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION  
By Pearl Emick  
Secretary

(CORP. SEAL)  
State of Kansas, Douglas County, SS.

Be it remembered that on this 3rd day of April, 1943, before me the undersigned, a Notary Public in and for Douglas County, Kansas, personally appeared Pearl Emick the Secretary of The Douglas County Building and Loan Association a corporation, who acknowledged the execution of the foregoing instrument of writing, as the act and deed of said corporation.

(SEAL) My Commission expires January 13, 1944.

John C. Emick  
Notary Public

Recorded April 5, 1943 at 9:07 A. M.

*Harold A. Beck* Register of Deeds