

MORTGAGE RECORD 88

fees shall be due from and payable by the party 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 party 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 party 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 party of the first part or his 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 party of the first part hereunto set his hand and seal the day and year first above written.

In presence of

William J. Callabresi.

STATE OF KANSAS,) ss.
Douglas County,)

BE IT REMEMBERED, That on this 22nd day of October A.D. 1943, before me, the undersigned, a Notary Public, in and for said county and state, came William J. Callabresi, a single man, who is personally known to be to be the same person who executed the foregoing mortgage deed and duly acknowledged the execution of the same as his voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last written.

Edwin F. Abels.

Notary Public.

(SEAL) My commission expires on the 8th day of October, 1946.

Recorded on October 25, 1943 at 2:25 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 19256

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Mabel E. Mason, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by C. D. Stewart & Mattie W. Stewart, his wife, to George W. Krum and Mayne C. Krum, his wife, and assigned to The Merchants Loan & Savings Bank, which mortgage is recorded in Book 61 of Mortgages, Page 241, in the office of the Register of Deeds, in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set our hand this first day of September 1928.

(CORP. SEAL)

The Merchants Loan and Savings Bank,

By A. F. McClanahan

Vice President.

STATE OF KANSAS,) ss.
Douglas County,)

BE IT REMEMBERED, That on this first day of September 1928, before me, a Notary Public in and for said County and State, came A. F. McClanahan, Vice President of The Merchants Loan and Savings Bank, to me personally known to be the same person 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.

Jane Sheets

Notary Public.

(SEAL) My commission expires September 10, 1931.

Recorded on October 25, 1943 at 3:45 P.M.

Harold A. Beck Register of Deeds.
