

DOUGLAS COUNTY

companies, to the satisfaction of the party of the second part, to the amount of _____ Dollars, loss, if any, payable to the mortgagee or its assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said party of the second part, for further securing the payment thereof; all renewal policies to be delivered to the party of the second part at its New York office at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the damaged building as the mortgagee may elect; and in the event of foreclosure hereunder, with power to assign to the purchaser at foreclosure sale the unexpired term of all of such policies.

In case of a failure of the parties of the first part to pay taxes, insurance and all assessments on said property, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns, and all taxes levied upon this mortgage or the notes secured thereby, the party of the second part may pay same and the amount thereof shall be added to and deemed a part of the principal sum secured hereby and bear ten per centum interest per annum and be repayable by the parties of the first part on demand. And in the event of the foreclosure of this mortgage the amount so paid shall be included in any judgment or decree rendered therein.

As additional and collateral security for the payment of the said note the mortgagors hereby assign 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 right or benefits to the parties of the first part or their assigns, until notified by legal holder hereof 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, all the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

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

Lewis A. Beurmann
Emma Marie Beurmann

State of Kansas)
County of Douglas)ss

On this 7th day of March, A.D., 1944, before me personally appeared Lewis A. Beurmann and Emma Marie Beurmann, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Edwin F. Abels

(SEAL) My commission expires Oct. 6, 1946

Notary Public in and for said County.

Recorded March 7, 1944 at 2:00 P. M.

Harold A. Beck Register of Deeds.

Receiving No. 20138

Reg. No. 3684
Fee Paid--\$5.50

MORTGAGE

THIS INDENTURE, Made this 23rd day of December, 1943, between T. S. Holyoke and Ruth Hunter Holyoke, his wife, of the County of Shawnee, State of Kansas (hereinafter called "Mortgagors" whether one or more) and The Penn Mutual Life Insurance Company, a Pennsylvania corporation (hereinafter called "Mortgagee").

WITNESSETH, That Mortgagors in consideration of the sum of Two Thousand Two Hundred and no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto Mortgagee, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to wit:

East Half of the Southeast Quarter of Section 12, Township 12 South of Range 17
East of the Sixth Principal Meridian

together with all fixtures appurtenant thereto, including, insofar as they now are or may hereafter belong to or be used with the said real estate, or buildings thereon, and whether attached or detached, all lighting, heating, ventilation, sprinkling and plumbing fixtures, irrigating, water, and power systems, engines and machinery, furnaces, boilers, ranges, elevators and motors, mirrors and mantles, refrigeration plants or units, ice boxes, kitchen cabinets, cooking appliances, Murphy and rollaway beds, storm and screen windows, doors and appliances and such other goods and chattels, all of which shall be deemed to be fixtures and shall be a part of the security for the indebtedness herein mentioned and shall be covered by this mortgage and together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, tenements, hereditaments and appurtenances thereunto appertaining, and the reversions and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto Mortgagee, its successors and assigns, forever. Mortgagors do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of encumbrances, and that they do warrant and will defend the same in the quiet and peaceable possession of Mortgagee, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants, and conditions to wit:

1. That Mortgagors are justly indebted to Mortgagee in the sum of Two Thousand Two Hundred and no/100 Dollars, according to the terms of a certain mortgage note of even date herewith, executed by Mortgagors, in consideration of the actual loan of the said sum, which is payable to the order of Mortgagee as follows: \$50.00 on the principal amount semi annually, beginning on the 1st day of June, 1944, and a like amount on the 1st day of December, 1944, and a like amount on the first day of June and the first day of December each and every year thereafter to and including June 1st, 1953, and the balance of One Thousand Two Hundred Fifty and no/100 Dollars (\$1250.00) on the 1st day of December, 1953, with interest thereon at the rate of 4 1/2 per cent. per annum, payable semi annually on the 1st days of June and December in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful legal tender money of the United States of America, at the Home Office of the Penn Mutual Life Insurance Company, at Philadelphia, Pennsylvania, or at such other place as the legal holder of the note may in writing designate, the note bearing six per cent. interest after maturity.

The consideration above expressed is a part of the purchase price of the property herein described, which purchase price this mortgage is given to secure.

It is further agreed that granting an extension or extensions of time of payment of said note either to the makers or to any other persons, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained