

DOUGLAS COUNTY

the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes or assessments on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or insurance premiums as heretofore mentioned, or to deliver policies of insurance or above required, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against the above described real estate, that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part, 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 the said party of the second part, 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 assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and have possession of the premises, collect the rents and profits thereon and apply the same as the court may direct, and any judgment for the foreclosure of this mortgage shall provide that all of the land herein described shall be sold together and not in separate parcels. The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released at the cost and expense of the parties of the first part; otherwise to remain in full force and virtue.

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

John Neuschaefer
Josephine Neuschaefer

STATE OF KANSAS, County of Shawnee, ss:

BE IT REMEMBERED, that on this 24th day of March A. D. 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN NEUSCHAEFER and JOSEPHINE NEUSCHAEFER, husband and wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

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

(SEAL) Term expires July 6, 1946

Laura Morgan,
Notary Public, Shawnee County,
Kansas.

Recorded April 12, 1944 at 10:15 A. M.

Harold A. Beck Register of Deeds

Receiving No. 20430

EXTENSION AGREEMENT

Reg. No. 3723
Fee Paid..\$3.75

Lawrence, Kansas, December 3, 1943.

Five years after date, for value received, we promise to pay to W. C. Simons, or order, the principal sum of FIFTEEN HUNDRED, (\$1500) and No/00 -- Dollars, with interest at five per cent per annum, payable semi-annually according to the tenor of ten coupon notes hereto attached and made a part hereof.

It is understood and agreed that this note is a renewal note covering the renewal and extension of an certain note of like amount dated October 29, 1938, and given to W. C. Simons, who is now the owner and holder thereof, and which said note was secured by a certain real estate mortgage, dated October 29, 1938 upon the following-described real estate to-wit:

"The West Nine and one-third (9 1/3) acres of the West Half (1/2) of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Seven (7), Township Thirteen (13), South of Range Twenty (20) East of the Sixth Principal Meridian, less the following described tract: Beginning at a point 30 feet South and 115 feet East of the Northwest corner of said Section 7, thence East 221 feet; thence South 100 feet; thence West 221 feet; thence North 100 feet to the point of beginning; in Douglas County, Kansas."

and which said mortgage is recorded in Book 80, at Page 597, in the office of the Register of Deeds of Douglas County, Kansas,

AND, the undersigned hereby covenant and agree that they will until said principal sum is fully paid punctually pay the interest now due and to become due thereon and that they will keep the mortgaged premises in good repair and insured and the taxes thereon duly paid according to the provisions of said mortgage, and that at the expiration of said extension term they will pay the said mortgage debt with all interest thereon, together with any monies paid by the holder of said note and mortgage for taxes, insurance or other necessary charges on or in respect of the mortgaged premises, or the debt secured by said mortgage, and will in all respects faithfully comply with and perform all the covenants and promises in said mortgage deed contained, and that said mortgage shall stand and be security for this extension note in the same manner and with the same effect as if executed to secure this extension note according to its terms.

The privilege is hereby reserved to pay One Hundred Dollars or any multiple thereof on the principal at any interest paying date.

IN WITNESS WHEREOF we have hereunto set our hands the day and year first above written.

Herbert J. Cleed

August 16th 1945
Received of Clyde O. Hardy and Rich S. Hardy, his wife the within named mortgage again, the sum of fifty six and 00/100 dollars, in full satisfaction of the mortgage.

This was on the mortgage

this of 1946

Notary Public
Lawrence, Kansas