

MORTGAGE RECORD 88

In case this note is placed in the hands of an attorney for collection, I agree to pay all costs of collection and a reasonable attorney's fee, if permitted by law.

Installments not paid when due shall bear 5 per cent interest per annum after maturity, until paid.

The right is reserved to pay any amount at any time and stop interest on that part that is applied on principal, provided all prior installments have been paid, but such prepayments shall not relieve from continuing in consecutive payments in amounts as herein provided.

This note is to be construed by the laws of Kansas.

Any check, draft or money order remitted in settlement of this note, or any part thereof, may be handled for collection in accordance with the practice of the collecting bank or banks, and shall not be deemed payment until the money is actually received by the Company.

Address _____
No. _____

C. A. Masten
Naomi Masten

This conveyance shall secure any and all renewals or extensions of the whole or any part of said indebtedness, however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions of any change in the terms or rate of interest shall not impair in any manner the validity of, or priority of this mortgage or release the party of the first part from personal liability for the debt hereby secured.

The right is hereby given by the party of the first part and reserved by the party of the second part, successors or assigns, to make partial release or releases of the security hereunder, agreeable to the party of the second part, without notice to or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or priority of this mortgage on the security remaining.

The said parties of the first part hereby covenant and agree with the said party of the second part, its successors and assigns, as follows:

FIRST.--To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate when due, also all taxes assessed in Kansas against said party of the second part, or its assigns, on this mortgage or the notes or debt secured hereby, before the same become delinquent provided the amount of such latter taxes together with the interest on the debt secured hereby does not exceed the maximum permitted by law to be paid, but if it does, the excess is to be paid by the said party of the second part; to deliver to the party of the second part, receipts showing payment thereof.

SECOND.--To keep said real estate and all building, fences and other improvements thereon in as good condition and repair as of this date, and to commit or permit no waste, and especially no cutting of timber, except for making and repairing the fences on the place, and such as shall be necessary for fire-wood, for use of the grantor's family, and to keep within said improvements all heating, lighting, refrigerating and all other fixtures and appliances now in or that may hereafter be placed in said improvements.

THIRD.--To keep the buildings now on or hereafter erected on said real estate insured at the option and to the satisfaction of the party of the second part, delivering all policies and renewals thereof to said party of the second part. The party of the first part hereby assigns and transfers to the party of the second part all right and interest in all policies of insurance carried or to be carried upon said property.

FOURTH.--In case of failure to pay the taxes, liens, assessments and charges, or to effect said insurance, the party of the second part may pay said taxes, liens, assessments, charges, and effect such insurance. The amounts so paid shall be due and payable, at the option of the party of the second part, with interest at the highest rate permitted by law, and such amounts shall be secured hereby.

FIFTH.--That, if the party of the second part herein is now, or hereafter becomes the owner or holder of a mortgage or mortgages, other than this, upon the real estate herein described, or any part thereof, failure to comply with any of the requirements or conditions of either of said mortgages, which failure would mature the indebtedness secured by it, shall mature, at the option of the party of the second part herein, the indebtedness under all such mortgages.

SIXTH.--That as additional and collateral security for the payment of the notes and the indebtedness hereinbefore described, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all of the rents, profits, revenues, rights, royalties and benefits accruing under all tenancies and leases now on said real estate, or which may hereafter be placed thereon and the tenant, lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said rents, profits, revenues, rights, royalties and benefits to said party of the second part, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the notes hereby secured, or prior to such default, upon notice to the lessee in such lease, and to terminate and become null and void upon release of this mortgage.

SEVENTH.--Should developments for oil, gas or minerals on said lands at any time be such as, in the opinion of the party of the second part, or the holder of said notes secured hereby, to render said land less desirable as security for the indebtedness hereby secured, then the holder of said notes shall have the right to declare said notes and all indebtedness secured hereby due and payable, without notice, and the holder of such notes shall have the same rights hereunder for the collection of same and of said indebtedness as though said notes had become due by the efflux of time and default in the payment thereof.

EIGHTH.--That the said party of the first part shall not be liable for the payment of any charges or interest provided for in this mortgage that may be found could not lawfully be made under the laws of the State of Kansas, it being fully agreed and understood that it is the intention of the party of the second part that this mortgage shall in all respects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, the party of the first part shall be entitled to the return of all sums so paid, and this mortgage shall not be affected thereby.

NINTH.--If the maker or makers of said notes shall fail to pay any of said notes, or any notes given in renewal of the notes herein, or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due or there is a failure to conform to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the said party of the second part without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be six per cent per annum after maturity by default, or otherwise until paid.

When the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect.

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

C. A. Masten
Naomi Masten

STATE OF KANSAS, }
Douglas County } ss.

BE IT REMEMBERED, That on this 23 day of June, 1944 before the undersigned, _____ in and for the County and State aforesaid, personally appeared C. A. Masten and Naomi Masten, his wife who are to me personally known to be the identical person who executed the foregoing mortgage deed, 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.

(OFFICIAL SEAL)

Harold A. Beck
Register of Deeds, Douglas County, Kansas

Recorded June 23, 1944 at 3:20 P. M.

Register of Deeds

*Release
The mortgage secured by the mortgagee hereinabove described, and the mortgagee hereinabove described, being fully satisfied, the mortgagee hereinabove described, hereby releases the mortgagee hereinabove described, and the mortgagee hereinabove described, from all liability for the debt secured hereby, and the mortgagee hereinabove described, shall not be deemed payment until the money is actually received by the Company.*

This release was written on the original mortgage.

Entered this 5 day of June 1944.

Harold A. Beck
Reg. of Deeds

Deputy