

DOUGLAS COUNTY

all according to the terms of a promissory note executed of even date herewith by Grantor.

Grantor covenants and agrees with Grantee as follows:

1. That Grantor is lawfully seized and possessed of the premises and has good right to convey the same; that they are free from all liens and encumbrances; that Grantor will warrant and defend the title thereto against the lawful claims of all persons whomsoever.
 2. That, until all sums secured hereby are paid in full, Grantor will keep all buildings above described insured against loss by fire and such other hazards as Grantee may require. The policies of such insurance shall be deposited with Grantee and shall be in forms and amounts and issued by companies satisfactory to Grantee. Grantee may collect the proceeds of any insurance which may become due and, at the option of Grantee, after deducting the expense of such collection, apply the balance to one or both the following: (1) To a partial or total restoration of the buildings (2) to the payment of principal in the inverse order of its maturity.
 3. That Grantor shall pay all taxes, assessments, and charges levied upon the premises or any part thereof, and all other taxes, assessments, and charges levied upon this mortgage or note, which mortgage is given to secure, before the same become delinquent, and deliver to Grantee satisfactory evidence of such payment.
 4. That if Grantor shall fail to pay any insurance premium, taxes, assessments or charges aforesaid, Grantee may pay the same. Any sum so advanced by Grantee, with interest thereon from the date of such advance at the highest rate permitted by law, shall be secured by this instrument.
 5. That Grantor will keep the premises in as good repair as they now are; will not commit or permit waste on the premises or removal of any improvement therefrom; will not cut, use, or remove or permit the cutting, use or removal of any trees or timber on the premises; will comply with all Federal, State and County laws, rules and regulations, affecting the premises; will keep all tillable soil in an advanced state of cultivation in accordance with the practice of good husbandry; will permit the Grantee or agent to pass through or over premises for the purpose of inspecting them.
 6. That no easement or right of way upon or across the premises shall be granted, given, or permitted without written permission from Grantee, except as otherwise provided by law, and any and all payment of damages awarded, or any payment derived from or due from any easement or right of way upon or across the premises or from the condemnation of any portion of the premises, shall be made to Grantee, and shall be applied on the principal in the inverse order of its maturity.
 7. That Grantee, without notice, may release any part of the security described herein or any person liable for an indebtedness secured hereby without in any way affecting the lien hereof upon any part of the security not expressly released and may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time for payment of any part of all of the indebtedness secured hereby. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien.
 8. As additional security for the payment of the indebtedness herein described, Grantor hereby assigns to Grantee all the rents, income and profits from the premises, including all the rents, royalties and income accruing under any oil, gas, mineral or other lease now on the premises or hereafter placed thereon, on condition, however, that so long as there is no default hereunder, Grantor may retain possession of the premises and receive all of said rents, income, profits and royalties. This assignment shall become null and void upon the release of this instrument.
 9. That if Grantor defaults in making any payment due upon said note or violates or fails to perform any of the conditions, covenants or agreements of this mortgage, then, at the option of Grantee, all unpaid indebtedness secured by this mortgage, including interest accrued thereon shall become due at once without notice and this mortgage may be foreclosed.
- It is provided, however, that if said indebtedness and interest thereon be paid when due, and if all the covenants and agreements be performed as herein specified, then this mortgage shall be void and shall be released as provided by law, but at the expense of Grantor.
- The provisions hereof shall be binding upon Grantor and the heirs, personal representatives, successors and assigns of Grantor and shall inure to the benefit of Grantee, his executors, administrators, and assigns. Where more than one Grantor is named herein the obligations and liabilities of such Grantors shall be joint and several.

IN WITNESS WHEREOF this mortgage has been duly signed, sealed and delivered by Grantor, this 5th day of July, 1944.

SIGNED, SEALED AND DELIVERED
in the presence of
Ed Hosler
H. H. Hayes

Homer Crawford
Hazel Crawford

STATE OF KANSAS)
COUNTY OF Franklin) ss.

On this 8th day of July A. D. 1944, before me, a Notary Public in and for said County appeared Homer Crawford and Hazel Crawford, his wife to me personally known to be the identical person (s) whose name (s) is (are) affixed to the above deed as Grantor and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

(SEAL) My commission expires November 10th 1945

Edward Hosler
Notary Public

Recorded August 10, 1944 at 9:15 A. M.

Harold A. Beck Register of Deeds

(The following is endorsed on the Original Mortgage recorded in Book 87, Page 17)
Receiving No. 21328

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That State Bank of Leocompton, Kansas, by W. H. Glenn, its President of Douglas County in the State of Kansas, the within named mortgagee in consideration of One Dollar DOLLARS to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Una S. Kreider heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless to the conditions therein named.

IN WITNESS WHEREOF, The said mortgagee has hereunto set its hand this 4th day of January, 1943 and affixed its Corporate Seal.

(CORP. SEAL)

STATE BANK OF LECOMPTON
LECOMPTON, KANSAS
W. H. Glenn, President

STATE OF KANSAS)
Douglas County) ss.

BE IT REMEMBERED, That on this 4th day of January A. D. 1943 before me, Karl M. Kreider, a Notary Public in and for said County and State, came State Bank of Leocompton, Ks. by W. H. Glenn, its President, to me

Release of Mortgage
 The principal money and all interest secured by this mortgage has been paid in full and receipt is acknowledged. The Register of Deeds is authorized and requested to enter satisfaction of record. Witness my hand and seal this 2nd day of March, A.D. 1957.
 Notary: C.O. Dinwiddie
 Deputy: Mary Louise Willey

This is a record of a mortgage having been paid in full, this mortgage is hereby released and the lien thereby created is terminated.
 This is a record of a mortgage having been paid in full, this mortgage is hereby released and the lien thereby created is terminated.

This is a record of a mortgage having been paid in full, this mortgage is hereby released and the lien thereby created is terminated.
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 Notary of