

DOUGLAS COUNTY

party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

AND the said party of the first part do further covenant and agree that in case of default in payment of any installment of principal or interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default the said party of the second party, its successors or assigns may without notice, declare the entire debt hereby secured or so much thereof as shall then remain unpaid immediately due and payable, and thereupon, or in case of default in payment of any note hereby secured at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure the judgment rendered shall provide that the whole of said premises be sold together and not in parcels; and upon commencing proceedings for the foreclosure of this mortgage, shall be entitled to the appointment of a receiver to take possession of the premises above described, to collect the rents and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of the same to pay the expenses of said receivership, to make the necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, to pay all taxes, assessments, water rents, municipal or governmental rates, charges or impositions accruing between the commencement of the foreclosure and the expiration of the period for redemption and all such taxes, assessments, water rents, municipal or governmental rates, charges or impositions unpaid, and remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage, and after paying the expenses of said receivership, said taxes, assessments, water rents, municipal or governmental rates, charges, or impositions and said insurance premiums, the said rents and profits shall be applied toward the payment of the amount then due on this mortgage and the debt hereby secured.

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

Arthur R. Anderson
Enolia F. Anderson

STATE OF KANSAS)
COUNTY OF Douglas ss.

On this 31 day of Aug A. D. 1944, before me, a Notary Public, in and for said County, personally appeared Arthur R. Anderson and Enolia F. Anderson, 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.

Witness my hand and official seal, the day and year last above written.

C. B. Rosford
Notary Public

(SEAL) My commission expires June 26 - 1947

Recorded September 6, 1944 at 4:40 P. M.

Harold A. Beck Register of Deeds

Receiving No. 21467

MORTGAGE

Reg. No. 3876
Fee Paid \$5.00

THIS INSTRUMENT, Made this 2nd day of September in the year of our Lord one thousand nine hundred and forty-four between May O. Lynch, widow, Olive E. Greiner, and Lionel E. Greiner, her husband, of Ottawa, in the County of Franklin and State of Kansas Parties of the first part, and The Board of Trustees of Ottawa University party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$2000.00 TWO THOUSAND DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL and MORTGAGE To the said party of the second part its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section 15, Township 15, Range 19,

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 all encumbrances. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second part, for the benefit of said second part, or assigns, in the sum of not less than \$1000.00 Dollars, each, and shall deliver the policies to said second part, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$2000.00 TWO THOUSAND DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 2nd day of September 1949, to the order of said second party said note to bear interest at the rate of 5% per annum, payable semi-annually. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part, its executors, administrators, and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

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

May O. Lynch
Lionel E. Greiner
Olive E. Greiner

STATE OF KANSAS)
Franklin County,) ss.

BE IT REMEMBERED, That on this 2 day of September, A. D. 1944, before me, a Notary Public in and for said County and State, came May O. Lynch, a widow, Olive E. Greiner and Lionel E. Greiner, her husband to me

This not been changed, having been paid in full, this mortgage is hereby released and the lien thereby created is hereby terminated.
Subsequent to the above, the said mortgage having been paid in full, it is hereby released on the 15th day of December, 1950.
The People's National Bank of Ottawa, Kansas
by: C. P. Burrows, Vice President.
(Cop. Sec)
This release was written on the original of mortgage on the 19th day of December 1950
this 19th day of December 1950
Harold A. Beck
Notary Public