

MORTGAGE RECORD 89

indebtedness then secured by this mortgage.

And the said party of the first part does agree that any monies received on account of any insurance loss may, at the option of the party of the second part, its successors or assigns (a) be applied to repairing or rebuilding in a manner agreed to by the party of the second part, its successors or assigns, or (b) be applied toward payment of the indebtedness hereby secured in a manner to be determined by the party of the second part, notwithstanding the same may not then be due, or (c) be paid to the party of the first part, or the successors in title of the party of the first part, without affecting the lien of this mortgage for the full amount hereby secured and remaining unpaid.

And as additional and collateral security for the payment of the note or notes hereinbefore described and all sums to become due under this mortgage, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said 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 does 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 part, 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.

It is hereby further agreed by the parties hereto that this mortgage, and any note to secure which it is given, are to be construed together and shall be binding upon and inure to the benefit of the heirs, executors, administrators, lessees, grantees, successors and assigns of the parties hereto respectively; and that the words "party of the first part" as used herein shall be construed to mean one or more persons.

In Witness Whereof, the said party of the first part, has executed this instrument the day and year first above written.

Arthur W. Petefish
Mary E. Petefish

STATE OF KANSAS)
COUNTY OF DOUGLAS)ss

On this 17th day of December A.D. 1945, before me, a Notary Public, in and for said County, personally appeared Arthur W. Petefish and Mary E. Petefish, husband and 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. Hosford
Notary Public

(SEAL) My commission expires June 26, 1947

Recorded January 2, 1946 at 11:20 A.M.

Harold A. Beck Register of Deeds <

The amount of this mortgage has been paid in full, and the same is hereby cancelled this 19th day of October 1948

Attest:

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

By Frank J. Gaddis
Second Vice President

Harry H. Allen (Corp. Seal)
Secretary

This release was written on the original mortgage entered this 2nd day of November 1948

Harold A. Beck
Register of Deeds
James J. Bell
Deputy

Receiving No. 26121

PARTIAL RELEASE

State of Kansas, DOUGLAS County, SS:

KNOW ALL MEN BY THESE PRESENTS, That I, Ivan T. Hird of the County and State aforesaid, do hereby certify that a certain indenture of Mortgage dated ---- 19---, made and executed by Arthur Hird and Ethel R. Hird, husband and wife, of the first part, to Ivan T. Hird, of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas in volume 64, page 351, on the --- day of ---19--- is as to

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 31, Township 12, Range 19 containing 40 acres more or less.

in Douglas County, Kansas FULLY PAID, SATISFIED, RELEASED, DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness my hand this 24th day of August A. D. 1945

Witnessed on 24 August 1945 at 1107th AAF Base Unit, APO 695, c/o Postmaster, Miami, Fla.

Ivan T. Hird
By HERBERT S. MEDNICK, 2nd Lt.,
AC. Summary Court Officer.

Recorded January 2, 1946 at 3:45 P.M.

Harold A. Beck Register of Deeds