

DOUGLAS COUNTY

assign to said mortgagee, its successors and assigns, all the rights, rents, royalties 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 said party of the second part, its successors and assigns, shall be chargeable with no responsibility with reference to such rights, rents, royalties and benefits nor be accountable therefore except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the party of the first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage without notice.

EIGHTH. That if such payments be made as are herein specified, this conveyance shall be void; but if the note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten percent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

NINTH. The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

David N. Hume
Aloysie G. Hume

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 28th day of February A.D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David N. Hume and Aloysie G. Hume, husband and wife to me personally known to be the same persons who executed the foregoing instrument, 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.

Arthur S. rock
Notary public

(SEAL) Commission expires 10/3 1948.

Recorded February 28, 1946 at 2:50 P.M.

Harold A. Beck Register of Deeds

Receiving No. 27078

MORTGAGE

Reg. no. 4671
Fee paid \$7.50

This indenture, Made this 7th day of March, 1946, between R.H. Rhodes and Edith M. Rhodes, his wife, of Douglas County, in the State of Kansas of the first part, and Sally C. Stowits of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three thousand Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

The South fifty (50) feet of the east one hundred eighty-one and two-tenths (181.2) feet (less the East Fifty (50) feet thereof, said East Fifty (50) feet being deeded to Douglas County for a street) of Lot One (1) in Block four (4) in South Lawrence, an addition to the City of Lawrence.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belong, or in anywise appertaining, forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said R.H. Rhodes and Edith M. Rhodes, have this day executed and delivered their certain promissory note to said party of the second part for the sum of Three thousand dollars, bearing even date herewith, payable at Lawrence, Kansas, in 120 equal monthly installments of twenty-five Dollars each, the first installment payable on the 1st day of April, 1946, and one installment on the 1st day of each and every month in each year, thereafter until the entire sum is fully paid. Interest at 5% per annum on the unpaid balance to be added to each monthly installment. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent, per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now, if said R.H. Rhodes and Edith M. Rhodes shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

R.H. Rhodes
Edith M. Rhodes

STATE OF KANSAS)
DOUGLAS COUNTY JSS.

BE IT REMEMBERED, That on this 7th day of March, A.D. 1946 before me, the undersigned, a Notary public in and for said County and State, came R.H. Rhodes and Edith M. Rhodes, his wife, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Evelyn Jordan
Notary public

(SEAL) My commission expires Oct 8 1948

Recorded March 7, 1946 at 1:50 P.M.

Harold A. Beck Register of Deeds

This note has been described having been paid in full, & by mortgage is hereby released, and the lien hereby extinguished. Witness my hand and seal of Douglas County, Kansas, this 9th day of May, 1946.

This document was written on the original mortgage.

9 May 1946

Harold A. Beck
Register of Deeds