

DOUGLAS COUNTY

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed upon the said land, premises or property, or upon the interest of the party of the second part therein. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

SEVENTH. As additional and collateral security for the payment of the said note the mortgagors hereby 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 therefor 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.

Dennis B. Dorsey
Hazel O. Dorsey

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 11th day of March A.D., 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dennis B. Dorsey and Hazel O. Dorsey 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.

(SEAL) Commission expires October 7, 1948

A. U. Evans
Notary Public

Recorded March 26, 1946 at 4:15 P.M.

Harold A. Beck Register of Deeds

Receiving no. 27426

MORTGAGE

Reg. no. 4744
Fee paid \$12.50

KNOW ALL MEN BY THESE PRESENTS that HARRY L. SEARLES AND ROXIE A. SEARLES, HIS WIFE, of the County of Douglas, State of Kansas, hereinafter called "Grantor", whether one or more, does hereby mortgage to Phoenix Mutual Life Insurance Company, a Connecticut corporation, with its principal office in Hartford, Connecticut, hereinafter called "Phoenix", the following described land situated in the County of Douglas, State of Kansas, to wit:

All of the Southwest quarter (SW¹/₄) of Section twenty-two (22), Township fourteen (14) south, of range twenty-one (21) East, containing 160 acres, more or less.

Together with all the buildings, improvements and fixtures which are now on or hereafter may be erected on said land, and all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining, all of which said property is hereafter called "the premises."

This mortgage is given to secure the payment to Phoenix, at its principal office in Hartford, Connecticut, of the sum of Five thousand and no/100 Dollars (\$5,000.00) as follows: <

| | |
|----------------------------|----------------------------|
| \$100.00 due March 1, 1947 | \$100.00 due March 1, 1955 |
| 100.00 due March 1, 1948 | 100.00 due March 1, 1956 |
| 100.00 due March 1, 1949 | 100.00 due March 1, 1957 |
| 100.00 due March 1, 1950 | 100.00 due March 1, 1958 |
| 100.00 due March 1, 1951 | 100.00 due March 1, 1959 |
| 100.00 due March 1, 1952 | 100.00 due March 1, 1960 |
| 100.00 due March 1, 1953 | 3,600.00 due March 1, 1961 |
| 100.00 due March 1, 1954 | |

according to the terms of a promissory note executed of even date herewith by Grantor; and in accordance with prepayment privilege as specified in said note; and

Grantor covenants and agrees with Phoenix 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 Phoenix may require. The policies of such insurance shall be deposited with Phoenix and shall be in forms and amounts and issued by companies satisfactory to Phoenix. Phoenix may collect the proceeds of any insurance which may become due and at its option, after deducting the expenses of such collection, apply the balance to one or both of the following: (1) To a partial or total redemption of the buildings (2) to the payment of principal, whether then matured or not, in the inverse order of its maturity.

3. That Grantor will pay all taxes, assessments and charges which are or may be levied against the prem-

SATISFACTION OF MORTGAGE
Know all men by these presents, that the Phoenix Mutual Life Insurance Company, a Connecticut corporation, with its principal office in Hartford, Connecticut, hereinafter called "Phoenix", the following described land situated in the County of Douglas, State of Kansas, to wit: All of the Southwest quarter (SW¹/₄) of Section twenty-two (22), Township fourteen (14) south, of range twenty-one (21) East, containing 160 acres, more or less. Together with all the buildings, improvements and fixtures which are now on or hereafter may be erected on said land, and all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining, all of which said property is hereafter called "the premises." This mortgage is given to secure the payment to Phoenix, at its principal office in Hartford, Connecticut, of the sum of Five thousand and no/100 Dollars (\$5,000.00) as follows: < \$100.00 due March 1, 1947 100.00 due March 1, 1948 100.00 due March 1, 1949 100.00 due March 1, 1950 100.00 due March 1, 1951 100.00 due March 1, 1952 100.00 due March 1, 1953 100.00 due March 1, 1954 3,600.00 due March 1, 1961 according to the terms of a promissory note executed of even date herewith by Grantor; and in accordance with prepayment privilege as specified in said note; and Grantor covenants and agrees with Phoenix 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 Phoenix may require. The policies of such insurance shall be deposited with Phoenix and shall be in forms and amounts and issued by companies satisfactory to Phoenix. Phoenix may collect the proceeds of any insurance which may become due and at its option, after deducting the expenses of such collection, apply the balance to one or both of the following: (1) To a partial or total redemption of the buildings (2) to the payment of principal, whether then matured or not, in the inverse order of its maturity. 3. That Grantor will pay all taxes, assessments and charges which are or may be levied against the prem-

This release was written on the original mortgage entered this 16th day of March 1946.

Harold A. Beck
Reg. of Deeds
Douglas County