

MORTGAGE RECORD 89

The said mortgagor hereby transfers, sets over and conveys to the mortgagee all rents, royalties, bonuses and delay money that may from time to time become due and payable under any oil and gas or other mineral lease(s) of any kind now existing, or that may hereafter come into existence, covering the above described land or any portion thereof, and said mortgagor agrees to execute acknowledged and deliver to the mortgagee such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to him of said rents, royalties bonuses and delay moneys. All such sums so received by the mortgagee should be applied: first to the payment of matured instalments upon the note secured hereby and/or to the reimbursement of the mortgagee for any sums advanced in payment of taxes, insurance premiums, or other assessments, or upon sums advanced in payment of prior mortgage, judgments liens or encumbrances as herein provided together with the interest due thereon; and second the balance, if any upon the principal remaining unpaid, in such a manner however as not to abate or reduce the semi-annual payments but to sooner retire and discharge the loan; or said mortgagee may, at his option turn over and deliver to the then owner of said lands, either in whole or in part any or all such sums, with out prejudice to his rights to take and retain any future sum or sums and without prejudice to any of his other rights under this mortgage. The transfer and conveyance hereunder to the mortgagee of said rents, royalties bonuses and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of the mortgage of record, this conveyance shall become inoperative and of no further force and effect.

In the event of foreclosure of this mortgage, mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents issues and profits thereof; the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

In the event mortgagor defaults with respect to any covenant or condition hereof, then at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable and with the exception of the interest portion thereof, shall bear interest at the rate of five per cent per annum and this mortgage shall become subject to foreclosure; Provided however, mortgagee may at its option and without notice annul any such acceleration but no such annulment shall affect any subsequent breach of the covenants and conditions hereof.

Mortgagor hereby waives notice of election to declare the whole debt due as herein provided and also the benefit of all stay valuation homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal the day and year first above written.

(SEAL)

Raymond Goff
Christina Goff

STATE OF KANSAS
COUNTY OF DOUGLAS, ss

Before me the undersigned a Notary Public in and for said County and State on this 16th day of April, 1946, personally appeared RAYMOND GOFF AND CHRISTINA GOFF, also known as CHRISTINE GOFF, his wife to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires April 21, 1946

Lena W. Altenbernd
Notary Public

Recorded April 27, 1946 at 10:00 A. M.

Wanda Beck

Register of Deeds

Receiving No. 27873 <

Reg. No. 4922 <
Fee Paid \$3.50

MORTGAGE

THIS INDENTURE, made the 26th day of April, A. D. 1946 between Wilma Scott Morris and Howard O. Morris her husband, of the County of Douglas and State of Kansas, parties of the first part, and The Topeka Mortgage and Investment Company, a corporation under the laws of Kansas located at Topeka, Shawnee County, Kansas, party of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Fourteen Hundred And No/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

Beginning at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 34 Township Eleven (11), Range Eighteen (18), East of the 6th P. M. thence North along ----- the section line sixty (60) rods; thence East Nineteen (19) rods Seven (7) feet and eight (8) inches; thence North sixty-four degrees (64°) East forty-seven (47) rods to the center of Coon Creek; thence following the Center of Coon Creek to the South line of said Quarter Section; thence West along the South line to place of beginning, containing Thirty-three (33) acres more or less.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said Grantors hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, that whereas the said parties of the first part are justly indebted to the second party in the principal sum of Fourteen Hundred And No/100 Dollars, according to the terms of a certain mortgage note or bond of even date herewith executed by said parties of the first part, in consideration of an actual loan of the sum aforesaid, payable to the order of the said second party, with interest thereon from May 1, 1946 until maturity at the rate of 4 $\frac{1}{2}$ per cent per annum, payable semi-annually on the first days of May and November in each year, according to the terms of interest notes thereto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of The Topeka Mortgage and Investment Company in Topeka, Kansas and all of said notes and indebtedness to draw ten per cent interest after maturity or default.

NOW, THEREFORE, if said parties of the first part shall perform all and singular the contained; than this mortgage to be void, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid together with all costs and expenses of collection, if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

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