

DOUGLAS COUNTY

second part, its successors or assigns, become due and payable at once without notice to the parties of the first part, and be collectible at once by foreclosure or otherwise, and appraisement is hereby expressly waived.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors or assigns, all the rights 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 or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessee in any such leases, shall account for such rights or benefits to the parties of the first part or their assigns until notified by legal holder thereof 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.

In case of the renewal or extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time.

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

Charles Schaake
Isabelle V. Schaake

STATE OF KANSAS
DOUGLAS COUNTY ss

BE IT REMEMBERED, That on this 7 day of June A. D. 1946 before me, the undersigned, a Notary Public in and for said county and state, came Charles Schaake and Isabelle V. Schaake, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix my official seal on the day and year last above written.

(SEAL) My commission expires on the 25 day of January, 1950.

Hope Hunn Reynolds
Notary Public.

Recorded June 11, 1946 at 11:35 A. M.

Harold G. Beck Register of Deeds.

Receiving No. 28500

Registration No. 4956
Fees Paid \$7.50

MORTGAGE

This indenture, Made this 12th day of June in the year of our Lord nineteen hundred and forty-six by and between Hazel Fritz, a single woman of the County of Douglas and State of Kansas, parties of the first part, and The Standard Life Association, of Lawrence, Kansas, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three thousand Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot Numbered Twelve (12) and South Ten (10) feet of Lot Eleven (11) in Block Fifteen (15) in

Lane Place Addition, to the City of Lawrence.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit: FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of Three thousand Dollars according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows: August 1 1946 \$25.00 and \$25.00 on the first of each month.

to the order of the said party of the second part with interest thereon at the rate of 4 per cent per annum, payable monthly, on the first days of each month and in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the Home Office of The Standard Life Association, Lawrence, Kansas, or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten percent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Three thousand Dollars, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

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.

This release was written on the original mortgage

entered this 30 day of June 1946

By _____
Reg. of Deeds

By _____
(Seal)

RELEASE
THE AMOUNT SECURED BY THIS MORTGAGE HAS BEEN PAID IN FULL, and the same is hereby cancelled this 25th day of June 1946
By _____
(Cap. Seal)