

MORTGAGE RECORD 89

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 of 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 provision 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.

Hazel Fritz

STATE OF KANSAS
DOUGLAS COUNTY, SS:

BE IT REMEMBERED, That on this 13th day of June A. D. 1946, before me, the undersigned, a Notary Public in and for the County and State Aforesaid, came Hazel Fritz, a single woman to me personally known to be the same person 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)

My commission expires April 18, 1949

C. E. Dreyer
Notary Public

Recorded on June 14, 1946 at 9:30 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 28546

RELEASE OF MORTGAGE

FOR VALUE RECEIVED, I hereby release, discharge, and satisfy a certain mortgage given on the 1 day of June, 1942, by C. Bliss Darnall and Celia B. Darnall, his wife to The Quindaro State Bank for \$1500.00, and recorded in Record 88, at page 181 of the records in the office of the Register of Deeds of Douglass County, Kansas,

IN WITNESS WHEREOF, I have herewith subscribed my name, this 11 day of June 1946.

(CORP SEAL)

The Quindaro State Bank

STATE OF KANSAS
COUNTY OF WYANDOTTE, SS:

F. S. Mc Gonigle Cashier

Be It Remembered, That on this 11th day of June, A. D. 1946, before me W. H. Schlatter, a notary public in and for said County and State, came F. S. Mc Gonigle to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(SEAL)

My commission expires August 9, 1948.

W. H. Schlatter Notary Public

Recorded on June 15, 1946 at 10:50 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 28553

MORTGAGE

Registration No. 4961
Fee Paid \$ 10.00

THIS INDENTURE, Made this 6th day of June A. D. 1946 by and between Robert O. Carlson and Jessie M. Carlson, his wife, of the County of Douglas and State of Kansas, parties of the first part, and THE SECURITY BENEFIT ASSOCIATION, a corporation organized and existing 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 FOUR THOUSAND AND 00/100 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 One (1) in Block Nine (9) in University Place, an Addition to the City of Lawrence,

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead exemption and every contingent right or estate therein unto the said party of the second part, its successors and assigns, forever. And the said parties of the first part do hereby covenants and agree that at the delivery hereof, 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

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