

MORTGAGE RECORD 89

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7. If at any time it shall appear to the mortgagee that the mortgagor may be able to obtain a Federal land bank loan on the property mortgaged hereby the mortgagor shall on request of the mortgagee, apply for a Federal land bank loan to pay off the indebtedness secured hereby and shall accept such loan as may be offered to him by the Federal land bank if sufficient in amount to pay the indebtedness secured hereby and pay for any stock which it may be necessary for him to purchase in obtaining such loan.

8. To reimburse mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which mortgagee may be obliged to defend or protect its rights or lien acquire hereunder including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.

This mortgage is subject to Part 3 of the Emergency Farm Mortgage Act of 1933 and all acts amendatory thereof or supplementary thereto.

In the event mortgagor fails to pay when due any taxes charges or assessments lawfully assessed against the property herein mortgaged or fails to pay when due all principal and interest on any mortgage judgment lien or encumbrance senior to the lien of this mortgage, or fails to perform all other covenants and conditions contained in any such mortgage, judgment lien or encumbrance senior to the lien of this mortgage, or fails to maintain insurance as hereinbefore provided, mortgagee may make such payment, perform such covenants and conditions or provide such insurance and the amount(s) paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the rate of five per cent per annum.

The said mortgage hereby transfers, sets over and conveys to the mortgagee all rents, royalties bonuses and delay moneys that may from time to time become due payable under any oil 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, acknowledge 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 mortgages, 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, without 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.

STATE OF KANSAS
COUNTY OF DOUGLAS SS.

Herman Butell Jr.
Mildred E. Butell

Before me, the undersigned, a Notary Public in and for said County and State, on this 13th day of June 1946 personally appeared Herman Butell, Jr., and Mildred E. Butell, 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.

(SEAL) My Commission expires April, 21, 1948

Lena W. Altenbernd
Notary Public

Recorded June 17, 1946 at 2:40 P. M.

Harold A. Beck Register of Deeds.

Receiving No. 28708

Reg. No. 4987
Fee paid. \$12.60

MORTGAGE

THIS INDENTURE, Made this 19th day of June A.D. 1946 by and between J. L. Butler and Winifred Butler 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 FIVE 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:

Beginning at a point 150 feet South of the Southeast corner of Louisiana and Quincy (now 11th) Streets in the City of Lawrence, thence East One Hundred Twenty-five (125) Feet, thence South Seventy-five (75) feet, thence West One Hundred Twenty-five (125) Feet, thence North on the East line of Louisiana Street to the place of beginning, in 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 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 covenant 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 incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the 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 covenants and conditions, to-wit:

FIRST. That said parties of the first part are justly indebted to the said second party in the sum of

at the office, of The Mutual Benefit Life Insurance Company in Newark, New Jersey; and shall perform all and