

MORTGAGE RECORD 89

303

The said mortgagor hereby transfers, sets over and conveys to the mortgagee all rents royalties bonuses and delay moneys 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 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 it of said rents royalties, bonuses and delay moneys. All such sums so received by the mortgagee shall be applied; first, to the payment of matured installments upon the note(s) secured hereby and/or to the reimbursement of the mortgagee for any sums advanced in payment of taxes, insurance premiums, or other assessments, 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 its 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 its rights to take and retain any future sum or sums, and without prejudice to any of its 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 bear interest at the rate of six 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, mortgagor has hereunto set his hand and seal the day and year first above written.

P. E. Bowlin
Mercedes Bowlin

STATE OF Kansas)
COUNTY OF Douglas) SS

Before me, the undersigned, a notary public, in and for said County and State, on this 14th day of August, 1946 personally appeared P. E. Bowlin and Mercedes Bowlin, 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 August 15, 1946 at 10:05 A. M.

Harold G. Beck

Register of Deeds.

Receiving No. 29432

Registration No. #5111
Fees Paid \$10.00

This indenture, Made this 6 day of August in the year of our Lord one thousand nine hundred forty six, between Claude E. Terrell and Lillian M. Terrell, his wife in the County of Douglas and State of Kansas, of the first part, and The Richland State Bank, Richland, Kansas, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$4000.00 Four Thousand and no/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The East half of the Southeast Quarter of Section 35, (thirty five) Township 14 (Fourteen), Range 17, (Seventeen), except the tract deeded for highway, as shown in Book 130, at Page 361, in the office of the Register of Deeds of Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Claude E. Terrell and Lillian M. Terrell, his wife, does 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, in the event of sale of trade of the above described property this note and mortgage shall become due and payable in full, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Four thousand and no/100 dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part; said note being given for the sum of Four thousand and no/100 Dollars, dated August 6, 1946, due and payable \$200.00 on August 6, 1947 and \$200.00 on August 6th of each following year until August 6, 1951, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of an amount satisfactory to party of second part, Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its successors and administrators and assigns at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, its successors administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions

4400-00
This release was written on the original mortgage entered this 14th day of August 1947
Lena W. Altenbernd
Notary Public