Receiving No. 29481

DOUGLAS COUNTY

Reg. No. 5118
Fee Paid $22.50

The amount secured by this mortgage has been paid in full, and the same is hereby canceled this 10th day of October, 1949
The Prudential Insurance Company of America
By J. A. Amerman Vice President
(Corp Seal)
Attest: G. H. Bostick
Assistant Secretary

THIS MORTGAGE, made the sixteenth day of August A. D. 1946 Between William M. Rice and Helen C. Rice, his wife of the County of Douglas, and State of Kansas parties of the first part The Prudential Insurance Company of America, a Corporation existing under and by virtue of the laws of the State of New Jersey, and having its principal office in the City of Newark, in said State ----- party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of NINE THOUSAND and No/100- -DOLLARS, to secure the payment of which they have executed their promissory note of even date herewith for NINE THOUSAND and No/100-Dollars payable in --- annual payments, the first payment of TWO HUNDRED ----Dollars being payable on the first day of August, 1947, and a like amount being payable ----annually thereafter, and the final payment which shall be for the full amount of the balance due on said note, being payable on the first day of August, 1961 which said sum of NINE THOUSAND - - Dollars bears interest at the rate in said note set forth, payable semi--annually, on the first day of February and August of each year.

Said note provided that both principal and interest bear interest after maturity or upon any default in the payment of principal and/or interest at the rate of ten per cent. per annum, and said note is made payable to the order of said The Prudential Insurance Company of America at its office in Newark, New Jersey, or at such other place as the holder thereof may designate in writing, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purposes of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The East Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Four (4), Township Fourteen (14) South, Range Nineteen (19) East of the 6th Principal Meridian, subject to rights of School District No. 67 in and to One and One-half ($1\frac{1}{2}$) acres in the Southeast corner thereof conveyed by deed in Book 72 Page 24 of the records in the office of the Register of Deeds in said County; and the West One Hundred Eight (108) acres of the Southeast Quarter ($SE\frac{1}{4}$) of Section Four (4), Township Fourteen (14) South, Range Nineteen (19) East of the 6th Principal Meridian containing One Hundred Eighty-six and Five Tenths (186.5) acres, more or less.

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments of any type or nature against said premises when they become due; and agree to pay all taxes which may be assessed upon this mortgage, or note or the money secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof upon the mortgagee. Upon violation of this undertaking or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any court of last resort of a decision that the undertaking by the mortgagors, as herein provided, to pay any tax or taxes, is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter to be enacted; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, and deliver the said policy or policies to the party of the second part, or assigns, as collateral security for the debt hereby secured. The said parties of the first part further agree to keep the buildins and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes or assessments on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case, the whole of said principal and interest thereon shall at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at anytime after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advance by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent, per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part, 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 the said party of the second part, 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 lessees in any such leases shall account for such rights or benefits to the parties of the first part, or assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct, and any judgment for the foreclosure of this mortgage shall provide that all of the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

William M. Rice
Helen C. Rice

STATE OF KANSAS, County of Douglas ss:

Be it remembered, that on this 19th day of August A. D. 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William M. Rice and Helen C. Rice, his wife who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

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

(SEAL) Term expires, Jan 27, 1947

F. C. Whipple Notary Public, Douglas County, Kansas.

This release was written on the original mortgage entered this 27th day of October 1949
Harold A. Beck
Reg. of Deeds
Dorothy Holthaus
Deputy

Recorded August 19, 1946 at 4:20 P.M.

Harold A. Beck Register of Deeds.

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