

MORTGAGE RECORD 89

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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 estat. 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 effect 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 a signs of the respective parties hereto.

IN WITNESS WHEREOF, mortgagor has hereunto set his hand and seal the day and year first above written.

Gaylord M. Schneek
Lucy R. Schneek

STATE OF KANSAS
COUNTY OF DOUGLAS ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29th day of August 1946, personally appeared Gaylord M. Schneek and Lucy R. Schneek, 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 September 10, 1946 at 2:05 P.M.

Harold A. Beck Register of Deeds.

This release was written on the original mortgage entered this 14th day of December 19 57
Harold A. Beck
Reg. of Deeds
By: *Maude*
Deputy

Receiving No. 29618

MORTGAGE

Reg # 5175
See Paid \$ 17.50

THIS INDENTURE, Made this 13th day of September, 1946 by and between Elmo W. Geppelt and Betty Jean Geppelt, his wife of Lawrence, Kansas as, Mortgagor, and Ralph R. Cain, of Lawrence, Kansas, as Mortgagee.

WITNESSETH, That the Mortgagor, for and in consideration of the loan in the sum of SEVEN THOUSAND & NO/100 DOLLARS (\$7,000.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, all the following described real estate, situated in the county of Douglas State of Kansas, to wit:

Lot "C" and the North Half of Lot "B", Block Two (Blk. 2) in University Place, an addition to the City of Lawrence, Kansas
Section 36, 4334 of Regulations promulgated March 1, 1946 under Public Law 346 78th Congress as amended, is incorporated herein by reference

TO HAVE AND TO HOLD the above premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate to any pipes or fixtures therein for the purpose of heating, lighting or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor in and to the mortgaged premises, unto the Mortgagee, forever.

In addition and not in diminution of the foregoing provisions, it is hereby agreed that the following specific articles, viz: were annexed to and installed upon said premises by the undersigned owner hereof for use thereon to enhance the utility and marketability of the premises as a whole and such named articles are declared to be a permanent accession to and a part of the real estate hereby conveyed.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to mortgage the same, as aforesaid, that said property is free and clear of any other liens, and that he will warrant and defend the same forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of SEVEN THOUSAND & NO/100---DOLLARS (\$7,000.00) as evidenced by a certain promissory note of even date herewith, executed by the Mortgagor to the Mortgagee, the terms of which are incorporated herein by reference, payable with interest at the rate set forth in said note. Principal and interest shall be paid at the office of Mortgagee or at such other place as the holder of said note may designate in writing, in monthly installments commencing on the first day of December, 1946 and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1966. Said final maturity date is subject, however, to be extended for a period of not to exceed three months in accordance with the terms of the note hereby secured.

The security of this mortgage shall extend to and cover any future advances and additional loans made by the mortgagee to the said mortgagor, or to any of his successors in ownership of the land hereby conveyed, provided, that the total principal indebtedness to be secured hereby shall not exceed the original face amount of

for Release see Book 95 page 233