

MORTGAGE RECORD 89

of the indebtedness secured hereby and bear interest from the date of payment at the rate of five per cent per annum.

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 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.

Floyd L. Churchbaugh
Gertrude E. Churchbaugh

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 Floyd L. Churchbaugh and Gertrude E. Churchbaugh, 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 October 1st, 1946 at 9:25 A.M.

Wanda A. Beck Register of deeds

Receiving No. 30021

MORTGAGE

Reg. No. 5214
Fee Paid \$3.75

THIS INDENTURE, Made this 27th day of September in the year of our Lord nineteen hundred and Forty-six by and between John A. Ingalls and Maurine H. Ingalls, husband and wife of the County of Douglas and State of Kansas parties of the first part, and THE STANDARD LIFE ASSOCIATION, of Lawrence, Kansas, party of the second part. WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand five hundred -- 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:

The West Half of the South Half of Block 47, in that part of the City of Lawrence, known as West 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, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 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 agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of One thousand five hundred -- DOLLARS according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

November 1, 1946 \$25.00 and \$25.00 on the first day of each succeeding month until the full amount of principal with interest is paid.

to the order of the said party of the second part with interest thereon at the rate of 5 per cent per annum, payable monthly on the first days of each month and in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the Home Office of THE STANDARD LIFE ASSOCIATION, Lawrence, Kansas, or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten percent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Four thousand five hundred -- DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the