

DOUGLAS COUNTY

policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charges against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed upon the said land, premises or property, or upon the interest of the party of the second part therein. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

SEVENTH. As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgagee, its successors and assigns, all the rights, rents, royalties 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 said party of the second part, its successors and assigns, shall be chargeable with no responsibility with reference to such rights, rents, royalties 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, rents, royalties or benefits to the party of the first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage without notice.

EIGHTH. That if such payments be made as are herein specified, this conveyance shall be void; but if the note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten percent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

NINTH. The terms, conditions and provisions, hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

John A. Ingalls
Maurine H. Ingalls

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, that on this 28th day of September A. D. 1946 before me, the undersigned a Notary Public in and for the County and State aforesaid, came John A. Ingalls and Maurine H. Ingalls, husband and wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Arthur S. Peck
Notary Public.

(SEAL) Commission expires 10/3 1948

Recorded September 28th, 1946 at 11:15 A.M.

Wardell A. Beck Register of Deeds.

Receiving No. 30067

AGREEMENT FOR EXTENSION OF MORTGAGE

Reg. No. 5223
Fee Paid \$1.25

The undersigned hereby covenants that they are the legal owners of the premises conveyed to The Richland State Bank by a Mortgage, date September 23, 1938 made by the undersigned, Samuel W. Kennedy and Ivah L. Kennedy, his wife and duly recorded in Book 59, on page 255 in Douglas County, Kansas, to The Richland State Bank, which Mortgage was given to secure the payment of a note or bond for the sum of \$800.00, payable September 23, 1942 to The Richland State Bank, Richland, Kansas, or order, upon which note or bond there remains unpaid the sum of \$500.00 of principal money; and in consideration of the extension of the time for the payment thereof for the term of four years from maturity, hereby agrees to assume said indebtedness and to pay interest said principal sum, from the day whereon the same, by the terms of said note, or bond, becomes due, at the rate of six per cent per annum payable annually, for and during said term of extension, according to the tenor and effect of the extension coupons hereto attached; both principal and interest to be paid, when due, at the Richland State Bank, Richland, Kansas; and in case of default in payment of any of said extension coupons, or in case of non-payment of taxes or breach of any of the covenants contained in said mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

Samuel W. Kennedy
Ivah L. Kennedy

Samuel W. Kennedy
Ivah L. Kennedy

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 20 day of September A.D. 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Samuel W. Kennedy and Ivah L. Kennedy, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL)

A. K. Reynolds Notary Public
Commission expires Jan 17, 1950

Recorded October 2, 1946 at 10:35 A.M.

Wardell A. Beck Register of Deeds.

This release was written on the original mortgage entered this 19th day of Sept 1946

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