

DOUGLAS COUNTY

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 any time 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 advanced 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 described 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 possession of the premises, collect the rents and profits thereon and apply the same as the court may direct, and any judgement 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.

Maurice R. Tate
Eda Marie Tate

State of Kansas)
County of Douglas)ss

Be it remembered, that on this 5th day of October A.D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Maurice R. Tate and Eda Marie Tate, husband and 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.

Amy E. Dunkerley
Notary Public Douglas County, Kansas

(SEAL) Term expires Nov. 24, 1947

Recorded October 11, 1946 at 3:20 P.M.

Harold A. Beck Register of deeds

Receiving No. 30189

Reg. No. 5253
Fee Paid \$3.75

MORTGAGE

THIS MORTGAGE, Made this 9th day of October in the year of Our Lord, One Thousand Nine Hundred and Forty-Six by and between Lloyd L. Wilson and Vera C. Wilson, husband and wife of the County of Wyandotte and State of Kansas parties of the first part, and The Brotherhood State Bank, Kansas City, Kansas, and/or assigns part of the second part

WITNESSETH, That said parties of the first part, for and in consideration of the sum of Fifteen Hundred and no/100 - DOLLARS to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, sold, and conveyed, and by these presents do grant, bargain, sell convey unto the said party of the second part and to its assigns forever, all of the following described tract piece, and parcel of land lying and situate in the County of Douglas and State of Kansas to-wit:

The South One-half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-One (21) Township Fourteen (14), Range Nineteen (19); Also the East One-half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-One (21) Township Fourteen (14), Range Nineteen (19) in Willowsprings Township, Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said Parties of the first part have this day executed and delivered one certain promissory note in writing to the party of the second part, payable at The Brotherhood State Bank in Kansas City, Kansas as follows, to-wit: Copy of note attached hereto and made a part hereof:

This note is secured by RE Mtg. on land in Section 21, Township 14, Range 19 in Douglas County, Kansas

Kansas City, Kansas October 9, 1946

For Value Received we promise to pay The Brotherhood State Bank, Kansas City Kansas, and/or assigns or order the sum of Fifteen Hundred and no/100 DOLLARS, \$1500.00 at THE BROTHERHOOD STATE BANK, Kansas City, Kansas in monthly installments, payable as follows, to-wit:

Seventy-Five and no/100 Dollars on the 10th day of December 1946 and

Seventy-Five and no/100 Dollars on the 10th day of each succeeding quarterly month thereafter,

until the whole sum named is fully paid, with interest from this date at the rate of 4 per cent per annum. The interest on each installment, and the interest on the unpaid balance of the principal sum is to be paid at the maturity of each installment. If default is made in the payment of any installment when due, then all the