

MORTGAGE RECORD 89

And it is agreed that in case default shall be made in the payment of the principal of said note or any installment thereof or of and interest thereon when due, or in the payments of any insurance premiums, taxes or special assessments or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees, herein specified, shall, at the option of the party of the second part, its successors or assigns, become due and payable at once without notice to the parties of the first part, and be collectible at one by foreclosure or otherwise, and appraisal is hereby expressly waived.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns, to said mortgagee, its successors 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 said party of the second part, its successors 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 their assigns, until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously deprecate 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.

In case of renewal or extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time.

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands and seal the day and year first above written.

Vernon D. Harris
Anna May Harris

STATE OF KANSAS)
Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 17th day of October A. D. 1946, before me, the undersigned, a Notary Public, in and for said county and state, came Vernon D. Harris and Anna May Harris, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.
My Commission expires on the 26th day of August, 1950

Ralph R. Cain
Notary Public

(SEAL)

Recorded October 18, 1946 at 1:35 P.M.

Harold A. Beck

Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS, That THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, does hereby certify that the within mortgage is fully paid, satisfied and discharged and authorized the Register of Deeds of County, Kansas to discharge the same of record.

IN WITNESS WHEREOF, THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES has caused these presents to be signed by its and attested by its day of 19 ..
and the corporate seal of said corporation to be hereunto affixed this

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES
By President
..... Treasurer

Receiving No. 30276

MORTGAGE

Reg. No. 5267
Fee Paid \$10.00

This Indenture, Made this 17th day of October, 1946, by and between Clifford C. Breithaupt and Lynette Breithaupt, his wife of Lawrence, Kansas, Mortgagor, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES, Mortgagee:

Witnesseth, That the Mortgagor, for and in consideration of the sum of Four Thousand and no/100 Dollars (\$4000.00) the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, it successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lot No. 1, in Block 15, University Place, an Addition to the City of Lawrence, Douglas County, Kansas.

(It is understood and agreed that this is a purchase money mortgage)

To Have and To Hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issued 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 of attached to or used in connection with the said real estate, or 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 of, in and to the mortgaged premises unto the Mortgagee, forever.

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 sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.