

MORTGAGE RECORD 89

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

Marion A. Barlow  
Jessie Barlow

STATE OF KANSAS  
COUNTY OF DOUGLAS SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21st day of November 1946, personally appeared Marion A. Barlow and Jessie Barlow, 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

This release was written on the original mortgage  
Witnessed this 29th day of April 1948

Harold A. Beck  
Register of Deeds

Recorded November 22, 1946 at 9:00 A.M.

Harold A. Beck

Register of Deeds.

Receiving No. 30603

RELEASE

I, Martin J. White, mortgagee in a certain mortgage executed by Walter Vitt and Olive Vitt, his wife, under date of May 4, 1942, and covering a tract of land described as

Beginning at a stone in the Southwest corner of the Northwest fractional Quarter of the Northwest fractional Quarter of Section 7, Township 13, South, Range 21 East, Douglas County, Kansas; thence North on Section line 790 feet; thence East 551.4 feet; thence South 790 feet; thence West 551.4 feet to the place of beginning,

the same having been recorded May 8, 1942, in Book 84 at Page 367 of the mortgage records in the office of the Register of Deeds of Douglas County, Kansas.

Do now acknowledge that the debt secured by said mortgage has been fully paid, and I authorize the Register of Deeds of Douglas County, Kansas, to discharge said mortgage of record.

DATED at Lawrence, Kansas, this 21st day of November, 1946.

Martin J. White

STATE OF KANSAS  
DOUGLAS COUNTY SS:

BE IT REMEMBERED, that on this 21st day of November, 1946, before me, the undersigned, a Notary Public in and for Douglas County, Kansas, came Martin J. White to me known to be the same person who executed the foregoing instrument of writing and said person did duly acknowledge the execution of the same.

IN WITNESS WHEREOF I have herunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL) My Commission Expires August 29, 1949

Minnie Mae Kilgore  
Notary Public

Recorded November 22, 1946 at 9:30 A. M.

Harold A. Beck

Register of Deeds.