

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 have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct, and any judgment 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.

Milton J. Niebrugge

Dorothy Marie Niebrugge



State of Kansas,
County of *Douglas*

Be it remembered, that on this *15th* day of *April*.

A. D. 1949, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

MILTON J. NIEBRUGGE and DOROTHY MARIE NIEBRUGGE, his wife
who state personally known to me to be the same persons who executed the foregoing mortgage, and such person duly acknowledged the execution of the same.

I, *George H. Schaal*, Notary Public, have hereunto set my hand and affixed my official seal the day and year last above written.



George H. Schaal
Notary Public, *Douglas* County, Kansas.

Term expires, *Jan 25* 1950

Recorded on April 13, 1949 at 3:25 P. M.

Harold A. Beck Register of Deeds

Reg No. 6302 Fee Paid \$1.00

37781 BOOK 95

MORTGAGE
Cite. 23 MO
F. J. Doyle, Publisher of Legal Blanks, Livemore, Kansas

This Indenture, Made this *1st* day of *April*, in the year of our Lord one thousand nine hundred and *Forty-Nine* between *J. H. Saunders and Yvonne Saunders, his wife*

of *Lawrence*, in the County of *Douglas* and State of *Kansas*

parties of the first part, and *Walter A. Schaal* part *Y* of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of *Sixteen Hundred and No/100* (\$1600.00) - DOLLARS to *them* duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do *GRANT, BARGAIN, SELL and MORTGAGE* to the said part *Y* of the second part, the following described real estate situated and being in the County of *Douglas* and State of Kansas, to-wit:

The East Four (4) acres of Lot One (1) in Section Thirty-two (32) Township Twelve (12) Range Twenty (20), said Lot being the East fractional half of the Northeast fractional Quarter of said Section 32, Township 12, Range 20, lying south of this Kansas River.