with the appurtenances, and all the estate, title and interest of the said part 105 of the first part therein. And the said - - Clayton W. Roush and Mary Elder Roush, his wife - -

do hereby covenant and agree that at the delivery hereof they are the lawful owner 5 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, no exceptions

and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of - - THREE THOUSAND AND NO/100 - - -DOLLARS,

according to the terms of one certain promissory note this day executed by the said Clayton W. Roush and Mary Elder Roush, his wife to the said parties of the second part; said note being given for the sum of THREE THOUSAND AND NO/100 - -DOLLARS.

dated July 23, 1957 with interest thereon from the date thereof until paid, according to the terms of said note, xuck

And this conveyance shall be void if such payment 8 be made as in said note machine COMMENCER and as is

hereinafter specified. And the said part 105 of the first part hereby agree to pay all taxes assessed on said premises be-fore any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of - THREE THOUSAND AND NO/100 - DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accru-

ing penalties, interest and costs, and insure the same at the expense of the part ides of the first part; and the expense of such iaxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this moritgage upon the above-described premises, and shall berr interest at the rate of ten per cent per annum. But if de-fault be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note _____, and interest thereon,

and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 165 of the second part, and all sums paid by the part 105 of the second part for insurance shall be due and payable, or not, at the

option of the part 105 of the second part; and it shall be lawful for the part 105 of the second part, their executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner

prescribed by law, appraisement hereby waived or not, at the option of the part 108 of the second part, their executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the smount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 105 making such sale, on demand, to the said Clayton W. Roush and Mary Elder heirs or assigns. Roush, his wife, their

And as additional and collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the undersigned hereby transfors, sets over and conveys to the mortgagee, all rents, royalites, bonuses, delay moneys or other in-come that may from time to time become due and payable under any oil, gas, mineral or other location, or any portion thereof, with authority to collect the asses, and the undersigned hereby agrees to execute, acknowledge and deliver to the mortgagee, it is successors or saigns, such deeds or other instruments as the mortgage any now or hereafter require in order to facilitate the payment to it of asigns, such deeds or other instruments as the mortgage any now or hereafter require in order to facilitate the payment to it of asigns, such deeds or other instruments as the mortgage any now or hereafter require in order to facilitate the payment to it of asid remis, royalites, bonuese, delay rentals or other income, which rights are to be exercised by said mortgage only in the event of delinquency or dofault in compliance with the tarms of this mortgage and the note/s thereby secured; this asignment to ter-minate and become void upon the payment and rolease of this said mortgage. Should operation under any oil, gas, mineral or other become due and payable.

their hand s IN TESTIMONY WHEREOF, The said part ies of the first part ha ve hereunto set and seal 8 \, the day and year first above written.

(Seal.) (Seal.) Elder Roush (Seal.) (Senl.)

14503 SM 1 AT

Signed and delivered in the presence of

. L. . . .

September 1

the second second

STATE OF KANSAS,		COUNTY, ss.
BE IT REMEMBERI		
- Clayton W. Roush	tary Public and Mary Elder Rou	in and for the County and State aforesaid, can
- L.KIN		to me personally known to be the sam
A Strend A Strend A	edged the execution	recuted the within instrument of writing, and such person 5 duly acknow
the second s		
TARYSES		
NOTAHY (SEAL)	seal on the day and	HEREOF, I have hereunto set my hand and affixed my Notarial
P IA PL	seal on the day and	ad year last above written.
ROTAHY (BRAL) PUBL C	seal on the day and	Myear last above written.

Witness: Robert N Kurr

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