

FOURTH. If said mortgagor makes default in any of the aforesaid taxes, assessments, rates, charges, liens or license fees or in the payment of any instalment of the principal sum maturing thereon before the whole thereof becomes due or of any instalment of interest when the same becomes due and payable or any part thereof when the same is payable as in this mortgage provided, and should the same or any part thereof remain unpaid for a period of three days, then and from thenceforth the aforesaid principal sum, together with interest thereon, shall, at the option of said mortgagee, its legal representatives or assigns become due and be payable although the period above limited for the payment of the same shall not then have expired, anything in said notes contained representing said principal sum to the contrary in any wise notwithstanding.

FIFTH. That upon default being made in the payment of the principal or interest hereof or of any part thereof at the time the same becomes due and payable according to the terms hereof, or upon default of any other covenant herein contained, the said mortgagee, its legal representatives or assigns are hereby authorized to take possession of said property, and empowered to grant, bargain and sell and convey the above described property at public vendue, and to execute and to deliver to the purchaser or purchasers at such sale good and sufficient deeds of conveyance therefor, and apply the proceeds of such sale

1st.-To the cost and charges of making the same.

2nd-To the payment of the principal and interest due and owing from the mortgagor to the mortgagee as hereinbefore provided.

3rd-If any balance of the proceeds of said sale shall remain after the payment of the moneys due as above specified, and the costs and charges of making said sale, then said balance or surplus money to be turned over to the mortgagor, its successors or assigns.

Until default shall have been made by said mortgagor in the payment of the principal and interest aforesaid or default of any of the covenants herein mentioned, the said mortgagor shall be entitled to the possession of said property, with the right to use the same in the transportation of oils and refined oils.

IN WITNESS WHEREOF, the said mortgagor has hereunto set its hand and seal the day and year first above written.

Attest:

O. H. Williams
Its Secretary.

The Mutual Oil Company,
By J. B. Russell,
Its President.

STATE OF MISSOURI:

: SS

COUNTY OF JACKSON:

On this 17th day of February, A. D. 1917, before me appeared J. B. Russell to me personally known, who, being by me duly sworn did say that he is the president of the Mutual Oil Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said J. B. Russell acknowledged the instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

A. Herning.

Notary Public.

My commission expires December 22, 1919.

Recorded March 3rd, A. D. 1917.
at 10:05 o'clock, A. M.

Register of Deeds,

Deputy.

MORTGAGE.

This Indenture, Made this 3rd day of March, A. D. 1917, between Everett J. McDonald and Anna McDonald, husband and wife of the County of Douglas and State of Kansas, parties of the first part, and The Farmers State and Savings Bank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

WITNESSETH, That the said part of the first part, in consideration of the sum of Three Thousand Seven Hundred and (\$3,700.00) no/100 in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit: All of that tract or parcel of land described beginning at the Northwest corner of the Northwest Quarter (1) of Section Six (6), Township Twelve (12), of Range Twenty (20), thence South Fifty (50) rods; thence East One Hundred fifty-seven (157) rods; thence North Fifty (50) rods; thence West One Hundred fifty-seven (157) rods to the place of beginning, the same being East of the 6th P. M. with all the appurtenances thereto, and containing 50 acres more or less.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said parties of the first part hereby covenants that at the delivery hereof they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will Warrant and Defend the same against the lawful claims of all persons whomsoever,

ATTEST:
J. B. Russell
President of Mutual Oil Company

In consideration of full payment of the within mortgage I hereby release the same this 15th day of March 1918
J. B. Russell
President of Mutual Oil Company