to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable to the order of the said The Travelers Insurance Company, at its office in Hartford, Connecticut, and shall perform all and singular the covenants herein contained, then this mortgage to be void, otherwise to remain in full force and effect.

Covenants

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs, expenses, and charges, other than attorney's fees, incurred and paid by the said party of the second part, its successors or assigns, in collecting the amount due hereunder, or in maintaining the priority of this mortgage; and the said party of the second part, or its assigns, shall, at its or their option be entitled to be subrogated to any lien, claim or demand, paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage.

To Pay Taxes.

And the said party of the first part does further covenant and agree until the debt hereby secured is fully satisfied to pay all legal taxes and assessments levied under the laws of the state of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches hereto; to abstain from the commission of waste on said premises; to keep the buildings thereon in good repair and insured to the amount of $...in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments

To Insure etc.

make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as part of, and in the same manner as the principal sum hereby secured.

Default for non-payment of Interest etc.

And the said party of the first part does further covenant and agree that, in case of default in the payment of any instalment of interest or in the performance of any of the covenants or agreements herein contained, then or at any time thereafter during the continuance of such default the said party of the second part, its successors or assigns, may at its or their option, without notice, declare the entire debt hereby secured immediately due and payable and thereupon, or in case of default in payment of said promissory note at maturity, said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises and may proceed to foreclose this mortgage and, in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

Surrender of Possession

And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise as they may elect. Said possession shall in no manner prevent or retard the party of the second part in the collection of said sums by foreclosure or otherwise.

Renewal

It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assigns to the said party of the second part all the profits, revenues, royalties, rights and benefits accuring or to accru to him under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage

In witness whereof the said party of the first part has hereunto set his hand the day and year first above written.

David McConnell,

State of Kansas,)
County of Douglas,) ss.

Certificate of Acknowledgment

Be it remembered, that on this 24th day of February A.D. 1920, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David McConnell, a widower to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

John C. Emick,
Notary Public.

My commission expires January 13, 1924. (L.S.)
Recorded Feb. 27, 1920,
At 9:45 o'clock A.M.

Estelle Northrup,
Register of Deeds,
Verne Flora.
Deputy.

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 27 day of June 1925 and that the same is duly recorded in Journal 44 at page 425.
Witness my hand this 21 day of June 1927.
John Callahan
Clerk District Court.

ATTEST:
Hazel A. Beck
Register of Deeds