

same when received, to the payment of said note or notes, less the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and payment made of the proceeds as last above mentioned.

Fourth; that if default occur in the performance of any covenant or condition contained in this mortgage or in the note or coupons secured hereby, the whole sum of money hereby secured shall at the option of the legal holder of holders hereof become due and payable at once, without notice, and shall bear interest at the rate of ten per centum per annum payable semi-annually from date of first default, and no failure on part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder.

Fifth: To pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the state of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this mortgage is held by a non-resident of the State of Kansas upon this mortgage or the debt secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole of any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the parties of the first part, as herein provided, to pay any taxes or assessments is legally inoperative, then, and in any such event, the debt hereby secured, without deduction, shall, at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted.

Sixth. That all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh; that in case of default of any of the covenants or agreements herein contained, or in the note or notes secured hereby, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to them 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 by mortgagee or assigns.

And the said parties of the first part, for said consideration do hereby expressly waive all benefit of the exemption laws of the state in which the property is located.

In testimony whereof the said parties of the first part have hereunto subscribed their names on the day and year first above mentioned.

A. M. Rundle,
Mary Rundle,

State of Kansas, Osage County, ss.

Be it remembered, that on this 24th day of June A.D. Nineteen Hundred and Twenty before me, the undersigned, a Notary Public in and for said County and State, came A. M. Rundle and Mary Rundle, husband and wife, who are personally known to me to be the identical persons described, in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes therein set forth.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Nov. 2, 1921. (L.S.)

E. D. Thayer,
Notary Public, Osage County.

Recorded June 30, 1920,
At 8:40 o'clock A.M.

Estelle Norchrup
Register of Deeds,
Simmons
Deputy.

MORTGAGE.

This indenture, Made this 26 day of March A.D. 1920 between George E. Smith and May C. Smith, his wife, of the first part, and Warren Mortgage Company, of Emporia, Lyon County, Kansas, of the second part.

Witnesseth; that the said parties of the first part, in consideration of the sum of Two Thousand Dollars, paid by the second party, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do Grant, Bargain, Sell and convey unto the said second party, its heirs, assigns or successors, forever, all of the following-described real estate, situated in the Township of Palmyra, County of Douglas State of Kansas, to wit:

The Southeast Quarter of Section Ten, Township Fourteen South Range Twenty East of the 6th P.M.

This mortgage is given subject to a first mortgage of Twelve Thousand (\$12,000) Dollars, of even date herewith, on which Two Thousand (\$2,000.00) Dollars has been paid.

Not released per High Day.