

State of Kansas, Douglas County, ss.

Be it remembered, that on this 13th day of September A.D. 1920, before me, Walter G. Thiele, a Notary Public in and for the aforesaid County and State, personally came Joseph C. Francis, as administrator with the will annexed of the estate of Anna R. Hoffman, deceased, to me known to be the same person who executed the foregoing Partial Release of Mortgage, and who duly acknowledged the execution thereof for the purposes therein stated.

In witness whereof, I have hereunto signed my name and affixed my notarial seal on the day and year last above written.

My commission expires April 23rd, 1921.

(L.S.)

Walter G. Thiele,
Notary Public.

Recorded Sept. 15, 1920,
At 5:00 o'clock P.M.

Estlin Northrup
Register of Deeds,
Seminole County,
Deputy.

MORTGAGE.

This indenture, Made the 14th day of September A.D. 1920, between George J. Broers and Anna A. Broers, husband and wife, of the County of Douglas and State of Kansas, party of the first part, and The Mutual Benefit Insurance Company, a corporation under the laws of New Jersey, Located at Newark, Essex County, New Jersey, party of the second part,

Witnesseth, that the said party of the first part, in consideration of the sum of Four Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell convey and confirm to the said party of the second part its successors and assigns, the following described real estate in the county of Douglas and State of Kansas, to wit:

The South East quarter of the South West quarter of section twenty five (25), except thirty (30) feet off the North side, and the East half of the North West quarter of section Thirty six (36), except Twenty (20) feet off the south side, all in Township Fourteen (14), of Range Twenty (20), containing One Hundred Twenty (120) acres less said exceptions.

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage, said party of the first part hereby assign to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon said premises, a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

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 and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenant that 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.

Provided, however, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$4,000) Four Thousand Dollars, on the first day of October A.D. 1925, with interest thereon at the rate of five & one half per cent. per annum, payable on the first day of April and October in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable at the office of The Mutual Benefit Life Insurance Company, in Newark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do 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 and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do 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 the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair 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, 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.