

To insure, etc.

Default for non payment of interest, etc.

Surrender of Possession

Renewal

Certificate of Acknowledgment

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, 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.

And the said party of the first part do 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.

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.

It is hereby 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 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.

In witness whereof the said party of the first part have hereunto set their hands the day and year first above written.

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

Be it remembered, that on this 27th day of September A.D. 1920, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Columbus H. Clark and Alice Clark, his wife, to me personally known to be the same persons 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.

My commission expires Jan. 8, 1922. (L.S.)

Recorded October 1, 1920, at 9:55 o'clock A.M.

Columbus H. Clark,
Alice Clark,

J. W. Kreider,
Notary Public.

E. S. Nordrup
Register of Deeds,
L. E. Flood
Deputy.

ASSIGNMENT.

For value received, we hereby sell, transfer and assign to New York Life Insurance Company, #346 Broadway, New York City, New York, the certain Mortgage and the debt thereby secured, made by George E. Smith and May C. Smith, his wife, to Warren Mortgage Company, of Emporia, Kansas, dated the 26th day of March 1920, and recorded in Book 57 of Mortgages, at page 464 of the records of Douglas County, Kansas.

Witness our hand and corporate seal this 29 day of June 1920.

Warren Mortgage Company,
By Wm. A. Larkin,
Cashier.

(Cor. Seal)

State of Kansas, Lyon County, ss.

On this 29th day of June 1920, before me, a Notary Public in and for said County came the Warren Mortgage Company, by Wm. A. Larkin, Cashier, to me personally known to be the Cashier of said Company, and the same person who executed the above assignment, and duly acknowledged the execution of the same for and behalf of said Company.

Witness my hand and seal the day and year last above written.

My commission expires Jan. 7, 1924. (L.S.)

Recorded October 4, 1920, at 10:15 o'clock A.M.

Ethel Snoddy,
Notary Public.

E. S. Nordrup
Register of Deeds,
L. E. Flood
Deputy.

for Release see Book 83 page 186