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and assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benfits to he party of the first part or his assigns until notified by legal holder here of to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall immediately become due and collectible, at the option of the holder.of this mortgage.

Eighth. That if such payments be made as are herein specified, this convey-ance shall be void; but if any note herein described, whether for principal or interest or any part of the indebtedness secured by this mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained then this conveyance shall become absolute and the whole of said principal note shall no failure of the party of the second part 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 any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first party agrees to pay to the said second party, interest at the rate of ten per cent. per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

In witness whereof, the said party of the first part has hereunto subscribed his name and affixed his seal, on the day and year above mentioned.

George Pardee, (Seal)

Notary Public.

Estelle Darthauk Fine Flora. deputy.

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State of Kansas, Douglas County, ss. Be it remembered, that on this 11 day of December A.D. 1920, before me, the under-signed, a Notary Public in and for the County and State aforesaid, came George Pardee a single man.... his wife, 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. Leta F. Kennedy,

Commission expires January 14, 1923. (L.S.)

Recorded December 13, 1920, 4 At 1:20 o'clock P.M.

MCETGAGE.

This indenture, Kade this 1st day of December in the year of our Lord, nine-teen hundred and twenty, by and between George Pardee, a single man, of the County of Douglas and State of Kansas, party of the first part, and The Central Trust Co., party of the second part;

Witnesseth, that the said party of the first part, in consideration of the sum of Fifty & no/100 Dollars, to him in hand paid, the receipt whereof is hereby ack nowledged, does by these presents grant, bargain, sell, convey and warrant unto the the said party of the second, its successors and assigns, all of the following described real estate, situate in County of Douglas and State of Kansas, to wit:

The south half of the southwest fractional quarter of Section Six (6), Township Fourteen (14), Range Twenty (20) East of the Sixth Principal Meridian.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in arywise appertaining, forever, free and clear of all incumbrance except a mortgage of even date herewith for \$1000. maturing December 1, 1925.

Provided always, and these presents are upon this express condition, whereas said party of the first part has this day executed and delivered his 10 cer-tain promissory notes in writing to said party of the second part, for the sum of \$5.00 each, due on or before the first days of June and December in each year for five consecutive years. with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Central Trust Co., Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Central Trust Co. in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before it s maturity. Now, if said party of the first part shall pay or cause to be paid to said

party of the second part, its successors or assigns, said sum of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid, when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents become due and payable at the option of said party of the second part, and said party of the second of part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisement, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest or in any of the conditions of this contract.

AT REAL PROPERTY & FEE