

Seventh. That if such payments be made as herein specified this conveyance 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, or if at any time any law, either federal or state, should be passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds, or upon the principal or interest money secured by bonds or mortgages, or be virtue of which the owner, for the time being, of the land above described, shall be authorized to pay any such tax upon said bond or mortgage, or principal or interest thereby secured, or on the security, or either of them, and deduct the amount of tax paid from any money or principal or interest secured by said bond and mortgage, then in any such case the said principal sum herein secured, with all arrearages of interest thereon shall at the option of the holder of this mortgage be and become immediately due and payable any thing in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful, and the said mortgagor does authorize the said mortgagee to at once foreclose this mortgage; and no failure on the 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, and in case of default of payment of any sum herein covenanted to be paid when due, the first party agrees to pay to 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.

Eighth. 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 accruing or to accrue 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 subscribed his name and affixed his seal, on the day and year above mentioned.

(Signed in German) Joseph Madl, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, that on this 14th day of January A.D. 1921, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joseph Madl, 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.

Commission expires January 13, 1924.

(L.S.)

Recorded Jan. 15, 1921,
At 2:05 o'clock P.M.

E. Allen Northrup,
Register of Deeds,
Ferne Flora
Deputy.

MORTGAGE.

This indenture, Made this 14th day of January A.D. 1921, by and between Joseph Madl, a widower of the County of Douglas and State of Kansas, party of the first part, and The Pioneer Mortgage Company, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part,

Witnesseth, that the said party of the first part, in consideration of the sum of One hundred and fifty and no/100 Dollars the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby grant, bargain, sell and mortgage to said party of the second part, its successors and assigns, forever, the following-described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas, State of Kansas, to wit:

The East Sixty (60) Acres of the Southeast Quarter of Section Twenty six (26) Township Thirteen (13) Range Twenty (20) East of the Sixth Principal Meridian containing 60 acres, more or less, according to government survey,

together with the rents, issues and profits thereof, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the party of the first part to The Pioneer Mortgage Company dated Jan. 10th, 1921, to secure the payment of \$2000.00 covering the above-described real estate, 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 Pioneer Mortgage Company in obtaining a loan for the party of the first part, secured by the prior mortgage of \$2000.00 hereinbefore referred to; and the notes by this mortgage secured do not cover any portion of the interest on said prior mortgage, and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.

The said sum of \$150.00 hereby secured is evidenced by two notes of even date herewith, executed by the party of the first part and payable to the order of the second part as follows;

| | |
|---|---------------------------------|
| \$75.00 on the first day of January, 1922 | \$...on the first day of...19.. |
| \$75.00 on the first day of January, 1923 | \$...on the first day of...19.. |
| \$.....on the first day of 19... | \$...on the first day of...19.. |
| \$..... on the first day of 19... | \$...on the first day of...19.. |
| \$..... on the first day of 19... | \$...on the first day of...19.. |
| \$..... on the first day of19... | \$...on the first day of...19.. |
| \$..... on the first day of19... | \$...on the first day of...19.. |

bearing interest as provided in said notes.

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