

Sixth. That the parties hereto further agree that all the covenants and agreements of the parties 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. As additional and collateral security for the payment of the said note the mortgagors hereby assigns to said mortgagee, its successors and assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. provided, however, that said party of the second part, its successors 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 benefits to the party of the first part or his assigns until notified by legal holder hereof 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 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, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and 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 part; 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 parties agree to pay to the said second part, 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 parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

State of Kansas, Douglas County, ss.

Jefferson D. Martin, (Seal)

J. Ella Martin, (Seal)

Be it remembered, That on this 1st day of June A.D. 1921 before me, the undersigned a Notary Public in and for the County and State aforesaid, came Jefferson D. Martin and J. Ella Martin, husband and wife 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.

Commission expires Jan'y 18, 1922.

(L.S.)

George L. Kreeck,  
Notary Public.

Recorded June 2, 1921,  
At 11:20 o'clock A.M.

Estelle Norrup  
Register of Deeds,  
Torne Flora  
Deputy.

## MORTGAGE.

This Indenture, made this 1st day of June in the year of our Lord, nineteen hundred and twenty one, by and between Jefferson D. Martin and J. Ella Martin husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and The Central Trust Co. party of the second part;

Witnesseth, that the said parties of the first part, in consideration of the sum of One thousand Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents, Grant, bargain, sell, convey and warrant unto the said party of the second part, its successors and assigns, all of the following-described real estate, situate in County of Douglas and State of Kansas to wit:

The north east quarter of section Ten (10), ~~The~~ North West Quarter of Section Eleven (11) and the East seventy (70) acres of the north one half of the south west quarter of section eleven (11) all in township thirteen south of Range Twenty 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 anywise appertaining, forever, free and clear of all incumbrance except ~~one~~ certain mortgage for \$20,000.00 of even date herewith and maturing July 1st 1926.

Provided, always, and these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered 4 certain promissory notes in writing to said party of the second part, for the sum of \$250.00 each due on the first days of January and July in each year for two 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 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 its maturity.

The following is enclosed an original endorsement.  
The present secured by this mortgage has been paid  
in full and the same is hereby cancelled this 3rd day  
of July, 1935 -  
The Central Trust Company  
By Reginald Woodward  
Vice Pres. & Secy.  
(Imp Seal)

The Central Trust Company  
of Chester Woodward  
Trustee & Secy.

recorded - August 15 - 1973  
a. a. J. B. Wellman ✓ (Carp seal)

nine-  
 in  
 first  
 tion  
 of is  
 the  
 to wit:  
 of  
 pne  
 ship  
 al.  
 ents  
 s of  
 bers  
 and  
 ove  
 ee  
 the  
 and  
 ents  
 he  
 es of  
 on  
 the  
 notes  
 ing  
 onal  
 he  
 ent.  
 s,  
 the  
 now  
 hous-  
 with  
 ge;  
 es of  
 meys  
 at the  
 llied  
 ess-  
 on  
 venant  
 l  
 ten  
 are  
 l  
 ts  
 party  
 he  
 o  
 taxes  
 may  
 upon  
 ried  
 part,  
 of  
 t  
 as  
 on  
 d  
 rties  
 es  
 e