

to pay taxes

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 this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches hereto; to abstain from the commission of 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.

*to insure etc**Default for non-payment of interest, etc*

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.

Surrender of possession

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.

Renewal

It is hereby further 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.

George H. Henry,
Gertrude Henry,

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

Certified by Notary Public

Be it remembered, that on this 26th day of January A.D. 1922, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came George H. Henry and Gertrude Henry, 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 May 21st 1925. (L.S.) Wyatt Roush, Notary Public.

Recorded Feb. 4th, 1922,
At 10:55 o'clock A.M.

Edwin M. Nichols
Register of Deeds,
Ernest Backus
Deputy.

MORTGAGE.

This mortgage, made the 2nd day of February A.D. 1922, between Rachel White, a widow, of the County of Douglas, and State of Kansas, party of the first part, and The Prudential Insurance Company of America, a body corporate existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jersey, party of the second part,

Witnesseth; that whereas the said party of the first part is justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of Thirty Five Hundred Dollars, to secure the payment of which she has executed one promissory note, of even date herewith, payable on the 8th day of February A.D. 1927, being principal note, which note bears interest from February 8, 1922 at the rate of six per cent. per annum, payable semi-annually.

Said note is executed by the said party of the first part, and both principal and interest bear interest after maturity at the rate of ten (10) per cent. per annum, payable annually, until paid, and is made payable to the order of said The Prudential Insurance Company of America, at its office in the City

for Release see next page