

Seventh. As additional and collateral security for the payment of the said note the mortgagor hereby assigns to said mortgagee, its successors and assigns to said mortgagee, its successors and assigns, all the rights and benefits accruing to the party 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 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.

C. M. Warfel, (Seal)

State of Kansas, Montgomery County, ss.

Be it remembered, that on this 20th day of January A.D. 1922, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. M. Warfel, 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.

N. Adeline De Vere,
Notary Public.

Commission expires November 8, 1925. (L.S.)

Recorded Feb. 23, 1922,
At 3:40 o'clock P.M.

Estelle Norchup
Register of Deeds,
Lorne Buckner
Deputy.

MORTGAGE.

This indenture, made this 31st day of December in the year of our Lord, nineteen hundred and twenty one, by and between C. M. Warfel, 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 Three Hundred 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 south half of Lot Numbered One hundred One (101) on Massachusetts Street, in the City of Lawrence.

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 of even date herewith for \$6000, maturing January 1, 1927.

Provided, always, and these presents are upon this express condition, that whereas said party of the first part has this day executed and delivered his 4 certain promissory notes in writing to said party of the second part, for the sum of \$75.00 each, due on or before the first days of January and July of 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 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.

Copy following is enclosed in the original instrument
 by which this mortgage was made
 and the same is hereby certified to be
 a true and correct copy of the original instrument
 made on Dec. 31, 1921.

Dec. 17 1922

Estelle Norchup
Register of Deeds,
Lorne Buckner
Deputy.