

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 parties agree 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 parties of the first part hereby assign to the said 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 parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

George L. Claar, (Seal)
Anna M. Claar, (Seal)

State of Kansas, Shawnee County, ss.

Be it remembered, that on this 25th day of March A.D. 1922 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came George L. Claar and Anna M. Claar, 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 May 21st 1925.

(L.S.)

Wyatt Roush,
Notary Public.

Recorded March 28, 1922,
At 11:20 o'clock A.M.

Estelle Northrup
Register of Deeds,
Lorne Buckner
Deputy.

MORTGAGE.

This indenture, made this 24th day of March A.D. 1922, by and between George L. Claar and Anna M. Claar, his wife, of the County of Douglas and State of Kansas, parties 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 parties of the first part, in consideration of the sum of Two hundred 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 full 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 Northwest quarter of Section six (6) Township Twelve (12) Range Eighteen (18), excepting a tract of land beginning at the Northeast corner thereof, thence south Twenty eight and one half (28 1/2) rods, thence West eighty four (84) rods, thence North Twenty Eight and one half (28 1/2) rods, thence East Eight Four (84) rods to place of beginning; also the West half of the southwest fractional quarter of section thirty one (31) Township Eleven (11) Range eighteen (18); all East of the Sixth Principal Meridian, containing 183 acres, more or less, according to government survey,

together with the rents, issues and profits thereon, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Pioneer Mortgage Company dated March 24th, 1922, to secure the payment of \$5000.00 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 parties of the first part, secured by the prior mortgage of \$5000.00 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 \$250.00 hereby secured is evidenced by two notes of even date herewith executed by the parties of the first part and payable to the order of the party of the second part as follows:

\$125.00 on the first day of April 1923 \$...on the first day of...192..
\$125.00 on the first day of April 1924 \$...on the first day of ..192..
\$. on the first day of 192.. \$. . . on the first day of ..192..
\$. on the first day of 192.. \$. . . on the first day of ..192..

bearing interest as provided in said notes.

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from said sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus if any there be, shall be paid by the party making such sale, on demand to said parties of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the parties of the first part agree to pay the price of extending the abstract of title on the said mortgaged premises from the date of this mortgage to the