

or upon the interest of the party of the second part, therein, and while this Mortgage is held by a non-resident of the State of Kansas upon this Mortgage or the debt secured thereby without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided to pay any taxes or assessments is legally inoperative, then, and in any such event, the debt hereby secured, without deduction, shall, at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. The party of the first part further agrees not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agrees to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

Sixth. That the parties hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind her 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 mortgagor hereby 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 her name and affixed her seal, on the day and year above mentioned.

Anna J. Rowlands, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, that on this 20th day of March A.D. 1922 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Anna J. Rowlands a single woman 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.

D. C. Asher,
Notary Public.

Commission expires March 20, 1924.

(L.S.)

Recorded May 24, 1922,

At 3:10 o'clock P.M.

Edwin M. Duffie
Register of Deeds,
Dennis Backus
deputy.

MORTGAGE.

This indenture, Made this First day of March in the year of our Lord, nineteen hundred and twenty two, by and between Anna J. Rowlands, a single woman 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 One Hundred twenty five Dollars, to her in hand paid, the receipt whereof is hereby acknowledged does 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 Forty Seven and one half (47½) feet of Lot Numbered Ten (10) on Pinckney 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 \$2500, maturing March 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 her 4 certain promissory notes in writing to said party of the second part, for the sum of \$31.25 each, due on or before the first days of March and September in each year for two consecutive years, with interest at ten per cent per annum after maturity until payment, both principal and interest payable

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