

of the taxes aforesaid 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 parties 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.

Sixth: That all the covenants and agreements 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: That in case of default of any of the covenants or agreements herein contained, or in the note or notes secured hereby, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect. 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 by mortgagee or assigns.

And the said parties of the first part, for said consideration do hereby expressly waive all benefit of the exemption laws of the state in which the property is located.

In testimony whereof the said parties of the first part have hereunto subscribed their names on the day and year first above mentioned.

Rosa Duncan
Charley M. Duncan, Jr.

State of Missouri, Buchanan County, SS

BE IT REMEMBERED, That on this 2 day of September A.D. Nineteen Hundred and Twenty-two, before me, the undersigned, a Notary Public in and for said County and State, came CHARLEY M. DUNCAN, JR. and ROSA DUNCAN, Husband and Wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year first above written.

Frank Everett Smith
Notary Public
Missouri County Buchanan (L.S.)

My Commission expires

My Commission Expires January 4, 1923.

Recorded September 28th 1922.
At 8:05 o'clock A.M.

Estelle Northrup Duffer
Register of Deeds

E. B. Bhatt
Deputy.

AMORTIZATION MORTGAGE (KANSAS)

This Indenture made this 20th day of September, 1922, between Carl Van Hoesen and Alice Van Hoesen, his wife, of the County of Douglas and State of Kansas, part(y-ies) of the first part and THE FEDERAL LAND BANK OF WICHITA, OF WICHITA, KANSAS, party of the second part,

WITNESSETH: that said part(y-ies) of the first part, for and in consideration of the sum of Twenty-one Hundred (\$2100.00).....DOLLARS in hand paid, by the party of the second part, receipt of which is hereby acknowledged, ha(s-ve) granted, bargained, and sold and do(es) by these presents grant, bargain, sell, and convey to the said party of the second part, all that certain real estate, situated in the County of Douglas, and State of Kansas, and described as follows to-wit:

The South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-two(22), Township Fourteen (14) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing 80 acres of land, more or less, according to Government survey, together with the privileges, hereditaments and appurtenances thereto belonging, or in any way appertaining.

The said part(y-ies) of the first part do(es) hereby covenant and agree with said party of the second part, to be now lawfully seized of said premises, and to now have good right to sell or convey the same, and that the same are free of all encumbrances, and warrant(s) the title to the same.

Provided, this mortgage is given to secure the payment by the part(y-ies) of the first part to the party of the second part, at its offices in the City of Wichita, Kansas, of the sum of \$2100.00, with interest at the rate of five and one-half per cent per annum payable semi-annually, evidenced by a certain promissory note of even date herewith, executed by the part(y-ies) of the first part to the party of the second part, conditioned for the payment of said sum and interest on the amortization plan in 68 equal semi-annual payments and a 69th or final payment, unless sooner matured by extra payments on account of principal