

said parties of the first part have this day executed and delivered their 4 certain promissory notes in writing to said party of the second part, for the sum of \$ 50.00 each, due on or before the first day of April and October in 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.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid, when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises.

In case of foreclosure, said property, may be sold with or without appraisalment, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract.

Said party of the second part may, at its option, make any payments necessary to remove any outstanding title lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure,

In Witness Whereof, The said parties of the first part have hereunto set their hands day and year first above written.

Floyd J. Wilson
Elsie A. Wilson.

State of Kansas, Douglas County, SS:

Be It Remembered, That on this 21st day of October A.D. 1922, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Floyd J. Wilson and Elsie A. Wilson his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal the day and year last above written.

A.F. McClanahan
(L.S.) Notary Public.

Commission expires Apr. 20 1925.

Recorded Oct., 26th 1922.
At 2:20 o'clock P.M.

Estelle Northrup Duffer
Register of Deeds
C. T. Babbitt
Deputy.

MORTGAGE.

This Indenture, made the 20th day of September A.D. 1922, between Thomas J. Custard and Mary L. Custard, Husband and Wife of the County of Douglas and State of Kansas, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey, party of the second part,

Witnesseth, that the said party of the first part, in consideration of the sum of Two Thousand.....Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the county of Douglas and State of Kansas, to-wit:

The East half of the Northwest Quarter of Section fourteen (14), Township Twelve (12) of Range Seventeen (17), (except a tract for cemetery, described as follows: Commencing at a point Thirty-six rods West of the Northeast corner of said Quarter Section, thence South Twenty-four (24) rods, thence West Twenty-four (24) rods, thence North Twenty-four (24) rods, thence East Twenty-four (24) rods to the place of beginning), Containing Seventy-six and Four tenths (76.4) acres.

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage, said party of the first part hereby assign to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises, with the right to receive the same and apply them to said indebtedness as well as before as after default in

(The following is endorsed on the original instrument)
The Mutual Benefit Life Insurance Company, the mortgagee herein named, has duly acknowledged the payment of its debt secured by the foregoing mortgage, and acknowledge the Register of Deeds of Douglas County, Kansas, to delete and to cancel the same. To be signed by the acting Vice President of said company, to be affixed the 21st day of October A.D. 1922.
Floyd J. Wilson, President of Mutual Benefit Life Insurance Company
Elsie A. Wilson, Vice President of Mutual Benefit Life Insurance Company
Dan C. McClanahan, Register of Deeds