

the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand ~~payment~~, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

To Have and to Hold the same, with the appurtenances thereto belonging or in any wise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee ~~simple~~ to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, however, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$2000.00) Two Thousand Dollars, on the first day of November, A.D. 1927, with interest thereon at the rate of five and one-half per cent. per annum, payable on the first day of May and November in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable at the office of The Mutual Benefit Life Insurance Company, in Newark, New Jersey and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the legality and priority of this mortgage.

And the said party of the first part do further covenant and agree, until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefore, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said note at maturity, the said party of the second part, its successors or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

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

Thomas J. Custard
Mary L. Custard

State of Kansas } ss.
County of Shawnee }

On this 20th day of September, A.D. 1922, before me, a Notary Public, in and for said County, personally appeared Thomas J. Custard to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Witness my hand and official seal, the day and year last above written.

(L.S.)

H.P. Betzer

Notary Public

My commission expires June 16th, 1923.

State of Kansas } ss.
County of Shawnee }

On this 3rd day of October, A.D. 1922, before me, a Notary Public, in and for said County, personally appeared Mary L. Custard, wife of Thomas J. Custard, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Witness my hand and official seal, the day and year last above written.

(L.S.)

Brook L. Haines

Notary Public.

My commission expires November 16th, 1925.

Recorded October 27th, 1922,

At 9:45 o'clock A.M.

Estelle Duffie
Register of Deeds

E. Babbitt
Deputy.