

said property or any part thereof, or any interest therein, to be sold for taxes, and further agree 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 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: As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgagee, its successors and assigns, all the rights and benefits accruing to the parties 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 to 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 parties agree 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 parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned:

Albert G. Meuffels (SEAL)
Olive Meuffels (SEAL)

STATE OF KANSAS, Douglas County, SS:

BE IT REMEMBERED, That on this 28 day of Oct A.D. 1922 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Albert G. Meuffels and Olive Meuffels 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:

R. M. Morrison
(L.S.) Notary Public

(Commission expires Feb 23rd 1926)

Recorded November 7th 1922:
At 1:30 O'CLOCK P.M.

Estelle Parthrup Duffer
Register of Deeds
C. B. Babbitt
Deputy

MORTGAGE.

This Indenture, Made this 25th day of October in the year of our Lord, nineteen hundred and Twenty-two, by and between Albert G. Meuffels and Olive Meuffels husband and wife of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST CO., Party of the second part:

Witnesseth That the said parties of the first part, in consideration of the sum of THIRTY SEVEN & 50/100..... DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, CONVEY AND WARRANT unto the said party of the second part, its successors and assigns, all the following-described real estate situated in County of Douglas and State of Kansas to-wit:

Lot Numbered Twenty-four (24) in Block Numbered Seven (7) Haskell Place, 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 any wise appertaining, forever, free and clear of all incumbrance except one mortgage of even date herewith for \$500, maturing November 1, 1927:

Provided always, and these presents are upon this express condition, that whereas 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 one note for \$9.39 and three notes for \$9.37 each, due on or before the first days of May and November 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

1922
Dec 24
J. B. Babbitt
Register of Deeds
C. B. Babbitt
Deputy