

Seventh. As additional and collateral security for the payment of the said note the mortgagor hereby assigns to the 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 be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for the 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.

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 therein, 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 hereby secured shall be deemed a waiver of right to exercise such option at any 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
 Henry Carson (seal)
 Mae Carson (seal)

State of Kansas Douglas County, ss.

Be It Remembered, That on this 5 day of December A.D. 1922, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Henry Carson and Mae Carson, 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.

Commission expires Feb 23rd 1926. (LS)
 Recorded December 22nd, 1922,
 at 3:50 oclock P.M.

R.M. Morrison,
 Notary Public

Estelle D. Northrup Daffee
 Register of Deeds,
E. T. Abbott, Dep.

MORTGAGE.

This Mortgage, Made this 4th day of December 1922, by Henry Carson and Mae Carson, his wife, of the County of Douglas and State of Kansas, parties of the first part, to The Davis-Wellcome Mortgage Company, a corporation, existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part.

Witnesseth, That said parties of the first part, in consideration of the sum of Two Hundred Ten Dollars, to them in hand paid, the receipt of which is hereby acknowledged, do-- by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas, and State of Kansas, particularly bounded and described as follows, to-wit:

The South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty Two (22), Township Thirteen (13), South of Range Twenty (20), East of the Sixth Principal Meridian, Containing Eighty (80) acres, more or less.

To Have and To Hold the Same, To gether with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrances. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Davis-Wellcome Mortgage Company dated December 4th, 1922, to secure the payment of \$ 3000, covering the above-described real estate.

Provided Always, And these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered six certain promissory notes in writing to said party of the second part, each for the sum of \$35.00, due June 15, 1923, December 15, 1923, June 15 1924, December 15, 1924, June 15, 1925 and December 15, 1925, respectively, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Davis-Wellcome Mortgage Company, 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 said The Davis-Wellcome Mortgage

JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 21 day of December, 1922, and that the same is duly recorded in the public records of said County and State, and that the same may be read in the public records of said County and State.

ATTEST:
John Callahan
 Clerk of District Court

Recorded Aug 5th 1924
John C. Wellman
 Register of Deeds

The following is endorsed on the original instrument:
 This mortgage is subject to the mortgage of The Davis-Wellcome Mortgage Company dated December 4th, 1922, to secure the payment of \$ 3000, covering the above-described real estate.