

Default  
for  
non-  
payment  
of  
interest  
etc.

ing the continuance of such default the said party of the second part, its successors or assigns may at its or their option, without notice declare the entire debt hereby secured immediately due and payable, thereupon, or in case of default in payment of said promissory note at maturity said party of the second part, its successors or assigns, shall be entitled to the 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.

Surrender  
of  
possession

AND it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise as they may elect. Said possession shall in no manner prevent or retard the party of the second part in the collection of said sums by foreclosure or otherwise.

Renewal

It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assigns to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing 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.

IN WITNESS WHEREOF the said party of the first part have hereunto set their hands the day and year first above written.

Charles H. Eberhart  
Mary M. Eberhart

Certificate  
of  
Acknowledgment

STATE OF KANSAS)  
COUNTY OF SHAWNEE) ss.

Be It Remembered, That on this 21st day of February A.D. 1923 before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Charles H. Eberhart and Mary M. Eberhart, 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 on the day and year last above written.

(L. S.)

My Commission expires April 26, 1926;

Recorded Feb. 24, 1923

At 10:20 O'clock A.M.

H.M. Harris

Notary Public

Joe E. Wellman  
Register of Deeds

Joe Wellman  
Deputy.

#### ASSIGNMENT.

(The Following is endorsed on the original instrument.) (Book 50 Page 46).

KNOW ALL MEN BY THESE PRESENTS: That Joseph L. Topham Jr. of Lawrence, Douglas County in the State of Kansas, the within-named mortgagee, in consideration of the sum of One thousand two hundred and no/100 dollars, to him in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Army National Bank Fort Leavenworth Kansas, its successors, heirs and assigns, the within Mortgage Deed, the real estate conveyed and the promissory note, debts and claims thereby secured, and covenants therein contained.

TO HAVE AND TO HOLD THE SAME, forever; subject, nevertheless to the conditions therein contained.

In Witness Whereof, The said mortgagee has hereunto set his hand this 16th day of February 1923.

Executed in presence of  
R.F. Harrison

Joseph L. Topham, Jr.

STATE OF NEW YORK, ONONDAGA COUNTY, ss.

Be It Remembered, That on this 16th day of February 1923 before me the undersigned a Notary Public in and for said County and State came Joseph L. Topham Jr. who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person duly acknowledged the execution of the same.

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

(L.S.)

Term expires March 31, 1925.

Recorded Feb. 24, 1923

At 9:45 O'clock A.M.

Harold M. Weisenberg

Notary Public

Joe E. Wellman  
Register of Deeds,