

the rights and benefits according 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 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 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.

Ninth. The terms conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

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.

William H. Johanning (Seal)  
Carrie M. Johanning (Seal)

State of Kansas)  
Douglas County )<sup>SS.</sup>

Be It Remembered, That on this 19th day of March A.D. 1923 before me the undersigned a Notary Public in and for the County and State aforesaid came, William H. Johanning and Carrie M. Johanning 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.

(L. S.)

A. P. Flinn  
Notary Public.

Commission expires April 10, 1923.

Recorded March 19th, 1923

At 2:00 O'clock P.M.

*Joe E. Wellman*  
Register of Deeds  
*Joe Wellman*  
Deputy.

#### M O R T G A G E

THIS INDENTURE, Made this 1st day of March in the year of our Lord, nineteen hundred and twenty-three, by and between William H. Johanning and Carrie M. Johanning, 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 Two Hundred 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 of the following-described real estate, situate in County Douglas and State of Kansas to-wit:

The Southeast Quarter of Section Twenty (20), Township Fourteen (14) Range Nineteen (19) East of the Sixth Principal Meridian.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance except one mortgage of even date herewith for \$4000.00, maturing March 1, 1928

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 \$50.00 each, due on or before the first days of March and September 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, 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

*1/2 of Flinn is endorsed on original instrument. The County of Douglas, Kansas, is in record. On file and the same. By Charles W. Howard - Vice Wm. Howard - Recorded April 15 - 1923 Joe E. Wellman - Register of Deeds*