

M O R T G A G E

THIS INDENTURE, made the 16th day of July A. D. 1923, between George W. Livengood, and Rosa M. Livengood, husband and wife, of the County of El Paso and State of Colorado, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part,

witnesseth, that the said party of the first part, in consideration of the sum of Seven Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the county of Douglas and State of Kansas, to-wit:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section Four (4), in Township Fourteen (14), of Range Twenty (20), containing One Hundred Sixty (160) acres.

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, rights and benefits accruing to said party of the first part under all oil^{and} gas leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in 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, 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 anywise 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 convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that they are lawfully seized of a 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 (\$7000) Seven Thousand Dollars, on the first day of August A. D. 1928, with interest thereon at the rate of five per cent. per annum, payable on the first day of February and August 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 and 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

For Release See Book 65 Page 10