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nowledged, do 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 part of the first part hereby assign 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, ^{and} 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 int
ention being to convey an absolute title in fee to said premises.

AND THE SAID party of the first part hereby covenant that they are lawfully seized of 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 September A.D. 1928 with interest thereon at the rate of five per cent. per annum, payable on the first day of March and September 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 or 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 singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part otherwise to remain in full force and effect. AND the said party of The first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the legality and priority of this mortgage.

AND the said party of the first part do further covenant and agree, until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on the lien created by this instrument.

[illegible]