

part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

Fifth That the parties of the first part hereby agree to pay all taxes and assessments on the said land, premises or property, or upon the interest of the party of the second part, therein, and while this mortgage is held by a non resident of the State of Kansas upon this Mortgage or the debt secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, and in any such event, the debt hereby secured, without deduction, shall at the option of the party of the second part, become immediately due and collectible, notwithstanding any thing contained in this Mortgage or any law hereafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all taxes and assessments.

Sixth, That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh. As additional and collateral security for the payment of the said note the mortgagors hereby assign to said 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 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.

Eight. That if such payments be made as are herein specified, this conveyance shall be secured by any note herein described, whether for principal or interest, or any part of the indebtedness due by the Mortgagor 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 notes 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 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 parties agree to pay to the said beneficiary interest at the rate of ten per cent. per annum computed annually on said principal notes, from the date of default to the time when said principal 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 used in the plural 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.

State of Kansas  
Douglas County, SS.

Clementine V.R. Hopper (Senl)

Be It Remembered, That on this 18th day of October A.D. 1923 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Clementine V.R. Hopper a widow to me personally known to be the same person 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.

A. F. Flinn  
Notary Public.

L. S. Commission expires April 10, 1927.  
RECORDED OCT. 19<sup>th</sup>, 1923  
AT 5:05 P.M.

\_\_\_\_\_  
 Register of Deeds.  
 By \_\_\_\_\_  
 Deputy.

## M O R T G A G E

This Indenture, Made this 1st day of October in the year of our Lord, nineteen hundred and Twenty three, by and between-----Clementine V.R.Hopper, a widow; of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST COMPANY party of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of TWO THOUSAND 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, situated in County of Douglas and State of Kansas to-wit:

The North Fifty (50) feet of Lot Numbered Four (4) in Block Ten (10) in Babcock's Enlarged Addition to the City of Lawrence.

To Have and To Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever free and clear of all incumbrances except a certain mortgage of even date herewith for \$4000.00, maturing October 1, 1928.

Provided Always, And these presents are upon the express condition, that whereas said parties of the first part have this executed and delivered their 4 certain promissory notes in writing to said party of the second part, for the sum of \$50100each, due on or before the first days of April and October in each year for two consecutive years., with interest at ten per cent per annum after maturity and principal 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 to and accepted, 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 the second part, its successors or assigns, said sum of money in the above described notes mentioned, to-

Recorded Oct 20 - 1922  
John S. McElman  
 Register of Deeds

The following is enclosed in the original instrument:  
 The amount secured by this mortgage has been paid in full, and this  
 same is hereby cancelled. This 25th day of September 19  
 1911.  
 (Seal)  
 The Central Trust Company