for any of the covenants or agreements herein contained, indicate to the party of the second part as additional and indicates secured hereby, and the said party of the se by receiver or otherwise, as it may elect.

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the rents and collateral section of the transformation of said property, by receiver or otherwise, as it may estimate the process of the first part hereby agree to pay all taxes and as general or special, excepting only the FIERAL INCOME TAX, which may be assessed in the State of general or special, excepting only the FIERAL INCOME TAX, which may be assessed in the State of the party of the second part, then and assessments ansas up the said land, precises or property or upon the interest of the party of the second part, therein, and w

Source or special, excepting only the FALLAR INVESTMENT TO THE PARTY of the second part, therein, and we on the soid land, premises or property or upon the interest of Kansas upon this Mortgage or the debt se--hild this Mortgage is held by a non-resident of the State of Kansas upon this Mortgage or the debt se-oured thereby; 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 un-taking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the states aforesaid upon the party of the second part, or upon the rendering by any Court of competent of the states aforesaid upon the party of the second parties of the first part as herein provided, to of the taxes aforesaid upon the the undertaking by the parties of the first part as herein provided, to negative pay any taxes or assessments is legally inoperative, then, and in any such event, the det? #Störred without deduction, shall at the option of the party of the second part, become immediately due and collect ble, notwithstanding anything contained if this Mortgage or any law hereafter enacted. The parties of the without deduction, shall at the option of the party of the second part, become immediately due and collect ible, notwithstanding anything contained in this Wortgage or any law hereafter enacted. The parties of the first part further agree not to suffer or permit all or any of the taxes or assessments to become orre-main delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and outhout agree the taxet or any nort the second part, on or before the taxet main 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 paysent of all such taxes and assessment 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 "Secutors, administrators, suc-cessors and assigns, and shall inure to the benefit of the party of the second part, its successors and agains.

assigns . SEVENTH. As additional and collateral security for the payment of the said note the mort-gagors 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 the parties of the first part under all oil gas or mineral leases on said premises, this assignment to the mort its more role of the first part under show of the second to the more successors and assigns sholl be chargeable with no responsibility with reference to more state assignment the more successors and assigns and assigns and assignment the more successors and assigns and assignment the more successors and assigns and assignment the more successors are assignment to the more successors and assignment to the more successors and assignment the more successors are assignment to the more successors and assignment the more successors are assignment to the more successors and assignment the more successors are assignment to the more successors as a successor as to terminate and become void upon release of this mortgage. rowinea, nowever, that maid party of the seco part, its successors and assigns, shall be chargeable with no responsibility with reference to such right and benefits hor be accountable therefor except as to sums actually collected by it or them, and that th lessees in any such leases shallaccount for such rights or benefits to the party of the first part or his assigns until natified by legal holder hereof to account for and payover the same to such lasgal holder. lessees in any such leases shallaccount for such rights or benefits to the party of the first part or hi assigns until hatified by legal holder hereof to account for and payover the same to such laggal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for gap

Should operation under any oil, gas or mineral legge seriously depreciate the value of said lead for gen-eral farming purposes, all notes secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage. here in specified, this conveyance shall be void INGHTH. That if such payments be made as are in specified, this conveyance shall be void but if any note herein described, whether for principal or interest, or any part of the indebtedness sec-but if any note herein described, whether for principal or interest, or any part of the indebtedness end urged by this kontrage or any interest thereon, be not vaid when due, or if default be made in any converbut if any note herein described, whether for principal or interest, or any part of the indebtedness sec ured by this Kortgage 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 of the matrix indiction become any other states of the party of the second next and the states of the second next and the second or agreement herein contained, then this conveyance shall become absolute and the whole of said princip note shall immediatley become due and payable at the option of the party of the second part, and no fail ure of the party of the second part to exercise any option to declare the maturity of the debt hereby se-cured shall be deemed a waiver of right to exercise such option at advitime as to any past or future here inder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first mater; 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 there's interest at the rate of ten per cent.per'annum, computed annually oh said principal note, from the date of default to the time when said principal and interest shall be fully maid.

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 assigns, 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 me mes and affixed their seals, on the day and year above mentioned.

Wilder S. Metcalf. (SEAL) Alice L. Metcalf. (SEAL)

State of Kansas. SS.

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Be It Remembered, That on this 24 day of Nov. A.D. 1923 before mere a Novary Public in and and State aforesaid, came Wilder S. Metcalf and Alice L. Metcalf his wife to me persons Douglas County . He it memembered, that on this of any of not and the boy white it is wife to me persona for the County and State aforesaid, came Wilder S. Metcalf and Alice L. Metcalf his wife to me persona known to me to be the same persons who executed the foregoing instrument and duly acknowledged the execut

ion of the same. In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day ar year last above written. C. M. Manter.

Notary Public.

MORTGAGE.

Erom Wilder S. Metcalf et ux. To The Contral Trust Co.

Wy Commission expires Jan. 23 1924.

State of Kansas, Douglas County, ss. This instrument was filwd by record on the 28th day of. Nov. A.D. 1923. At 9:30 o'clock. A.M.

At 9:30 o'clock. A.M. mundred This Indenture, Made this 23rd day of November in the year of our Lord, nineteendant is the nity- three, by and between Wilder S. Metcalf and Alice L. Metcalf husband and wife. of the County of Digitals and dtate of Mansas, parties of the first part, and The Central Trust Co., party of the second of part:

part: WITNESSETH, That the suid party 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, Sargain, 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 Duglas and State of Kansas to-miti The North Seventy-five (75) feet of the West Thirty-seven and one-half (374) feet of Park Lot; numbered Twelve (12) and the North Seventy-five (75) feet of Park Lots Numbered Fourteen (14) and Swinteen (16) if the City of Lawrence part: 22 the City of Lawrence.

TO HAVE AND TO HOLD the SAME, Together with all and singular the hereditaments and appu enances thereto bellnging or in anywisesppertaining, forever, free and clear of all incumbrances except a certain mortgage of even date herewith for \$ 8000.00, maturing December 1, 1925.

a certain mortgage of even date herewith for \$ 8000.00, maturing December 1, 1920. PROVIDED ALWAYS, And these presents are upon this expressed condition, that whereas sai parties of the first part have this day executed and delivered their 4 cortain promissory notes in writ-ing to said party of the second part, for the sum of \$ 50.00 each due on or before the first days of Jun and becember in each year for two consecutive years, with interest at ten per cent. per annum after mak-urity until payment, both principal and interest payable at the office of The Central Trust Co., Topean Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the setvices of The Central Trust Co., in securing a loan for said parties of the and in Consideration of the Setvices of the Central Trust Co., in securing a loan for said parties of a first part, which loan is secured by the mortgage referred to 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 sai loan is paid wholly or partly before its maturity.