

State of Kansas
County of Douglas. 183

Be It Remembered, That on this 28th day of December A.D. 1923 appeared before me a Notary Public in and for said County and State John N. Johnson and Anna C. Johnson his wife to me personally known to be the same persons who executed the foregoing mortgage and duly acknowledged the execution thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

C.M. Manter.

Notary Public.

L.S.
My Commission expires Jan. 23, 1924

MORTGAGE

State of Kansas, Douglas County SS.
This instrument was filed for record on
the 28th day of Dec-A.D. 1923. At 4:10 P.M.

From
-Edward Hadl et al.

To
-Central States Mortgage Co.

Register of Deeds.

BY Joe E. Wellman Deputy.

This Indenture made the 10th day of December A.D. 1923 between Edward Hadl and Isabella Hadl husband and wife of the county of Douglas and State of Kansas parties of the first part, and Central States Mortgage Company, a corporation under the laws of the State of Missouri, located at St. Joseph, Buchanan County, Missouri party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Twenty Two Hundred Fifty (\$2250.00) Dollars in hand paid, the receipt whereof is hereby acknowledged 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: All of the east (E) Sixty (60) acres of the south east quarter (SE1/4) Of Section Twenty six (26), Township Thirteen (13) of Range Twenty (20) being Sixty (60) acres more or less as per the Government survey thereof.

As additional and collateral security for the payment of the note hereinafter described and all sums 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 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 leases upon said premises a binding receipt for any payments made under the term 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 the release of this mortgage.

To Have and To Hold the same with appurtenances thereto belonging or in any wise appertaining including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; the intention being to convey an absolute title in fee to said premises and the said party of the first part hereby covenants that at the delivery hereof 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 parties 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 Twenty Two Hundred Fifty (\$2250.00) Dollars on the first day of January A.D. 1931 with interest thereon at the rate of Five and One-half per cent per annum, payable on the first day of January and July in each year, to-wit: Five and One-half per cent per annum, payable on the first day of January and July 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 parties of the first part and payable at the office of said company in St. Joseph Missouri or such other place as the legal holder of the principal note may in writing designate which note represents a just indebtedness and actual loan from the party of the second part to the parties of the first part and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the parties of the first part, otherwise to remain in full force and effect.

And the said parties 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 thereof, and any costs, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and may be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said parties of the first part hereby further agree to pay all taxes, general or special, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, its successors or assigns therein; and, while, this mortgage is held by a non-resident of the State of Kansas to pay all taxes and assessments upon this mortgage or the debt secured thereby, without regard to any law heretofore enacted or to be enacted imposing payment of the whole or any part thereof upon the party of the second part, its successors or assigns 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 the taxes aforesaid upon the party of the second part, its successors or assigns, or upon the rendering by any court of competent jurisdiction 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 such event the debt hereby secured, without deduction, shall at the option of the party of the second part, its successors or assigns, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted; also to obtain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$1800.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefor, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of and in the same manner as, the principal sum hereby secured.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or any time thereafter during the continuance of such default, the said party

FRONT

Recorded Oct. 22 - 1924
Joe E. Wellman
Register of Deeds
This mortgage was filed for record on the 28th day of December A.D. 1923. At 4:10 P.M.
The mortgage was paid in full and the same was cancelled this 15th day of October A.D. 1924. By H.E. McElroy
Central States Mortgage Company