

I, Mary Ellen Bennett, Clerk of the District Court, Douglas County, Kansas, do hereby certify that a judgment of said Court was rendered on the 28th day of February, 1924, in the case of *Conrad Altenbernd vs. Merchants Loan and Savings Bank*, and that the same is hereby recorded in Journal, at page 59, of the said County of Douglas, Kansas, this 28th day of February, 1924.

*Charles A. Beck*  
Notary Public  
Douglas County, Kansas

be and remain in full force and effect. Part(y-ies) of the first part agree(s) to keep the buildings and improvements on the premises above conveyed insured in the sum of \$----- in and insurance company approved by party of the second part. Such policy or policies of insurance to be deposited with any approved by party of the second part. Such policy or policies of insurance to be deposited with party of the second part and loss thereunder to be payable to party of the second part as its interest may appear. Part(y-ies) of the first part agree(s) to pay when due all taxes charges and assessments legally levied against the property herein conveyed. Part(y-ies) of the first part as to the purpose or purposes for which the money loaned on this mortgage was borrowed. Such representatives are hereby specifically referred to and made part of this mortgage. This mortgage is made to said party of the second part as a Joint Stock Land Bank doing business under The Federal Farm Loan Act and is hereby agreed to be in all respects subject to and governed by the terms and provisions of said act. In the event that part(y-ies) of the first part shall fail to pay any taxes or assessments against said premises when due, or to maintain insurance as hereinabove provided for, party of the second part may make such payments or provide such insurance and the amount paid therefor shall become subject to the lien of this mortgage, and bear interest from the date of payment at the highest rate authorized by this State not exceeding eight per cent per annum.

And to further secure the payment of said note the part(y-ies) of the first part hereby assign(s) to the party of the second part, in whole or, at the option of the second party in such amounts or such proportionate part or parts as the second party may from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases of any kind now existing or that may hereafter come into existence covering the above described lands, and all moneys received by the second party by reason of this assignment shall be applied: first to the payment of matured installments; and second the balance, if any, to the principal remaining unpaid; provided, that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease made subsequent to the date of this mortgage.

If any of the payments in the above described note be not paid when due, or if part(y-ies) of the first part shall permit any taxes or assessments on said land to become delinquent or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall willfully or by neglect permit any unreasonable depreciation in the value of said premises or the buildings and improvements thereon, or shall sell convey remove or permit to be removed from said premises any of said buildings or improvements or shall fail to keep and perform all and singular the covenants conditions and agreements herein contained, then the whole note hereby secured shall at the option of the party of the second part become immediately due and payable and this mortgage subject to foreclosure.

At any payment period after five years from the date hereof, part(y-ies) of the first part ha(e-ve) the privilege of paying any number of installment payments or any portion thereof, on account of the principal of the debt hereby secured. Such additional payments are not to reduce thereafter the periodical payments herein contracted to be made, but are to operate to discharge the loan at an earlier date; by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

Witness the hands and seals of the part(y-ies) of the first part the day and year first above written.

William Ott  
Blanche Ott.

State of Kansas  
County of Douglas

Be It Remembered, That on this 28th day of February A.D. 1924 before the undersigned a Notary Public within and for the County and State aforesaid came William Ott and Blanche Ott husband and wife to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and official seal, the day and year last above written.

C. E. Cory  
Notary Public.

L.S.  
My Commission expires Dec. 16, 1926

(The following is endorsed on original instrument Book 59 Page 520)

ASSIGNMENT.

From Conrad Altenbernd  
To Merchants Loan and Savings Bank.

State of Kansas, Douglas County, ss:  
This instrument was filed for record on the 28th day of February, A.D. 1924 at 2:00 P.M.

*J. E. Williams*  
Register of Deeds.  
By *J. E. Williams* Deputy.

For and in consideration of Six Thousand Dollars to him in hand paid the receipt of which is hereby acknowledged, Conrad Altenbernd the mortgagee within named does hereby assign and transfer to Merchants Loan and Savings Bank or its assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said --all right title and interest to the lands and tenements in said mortgage mentioned and described.

In Witness Whereof, I have hereunto set my hand and seal at Endora, in the County of Douglas and State of Kansas this 28th day of February, 1924.

Signed sealed and delivered in presence of--

Conrad Altenbernd (Seal)

State of Kansas  
Douglas County

Be It Remembered, That on this 28th day of Feb. A.D. 1924 before me, C. E. Cory, a Notary Public in, and for said County and State, came Conrad Altenbernd to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

L.S.  
My Commission expires Dec. 16, 1926.

C. E. Cory, Notary Public.