

Covenants

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, expenses and charges, other than attorney's fees, incurred and paid by the said party of the second part, its successors or assigns, in collecting the amount due hereunder, or in maintaining the priority of this mortgage and the said party of the second part, or its assigns, shall, at its or their option be entitled to be subrogated to any lien, claim or demand, paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage.

Covenants To Pay Taxes

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 this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches hereto; to abstain from the commission of waste on said premises; to keep the buildings thereon in good repair and insured to the amount of \$3000.00 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 on said buildings, 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.

To Insure

Default In Non-Payment of Interest, etc.

And the said party of the first part do further covenant and agree that, in case of default in the payment of any instalment of interest or in the performance of any of the covenants or agreements herein contained, then or at any time thereafter during the continuance of such default the said party of the second part, its successors or assigns, may at its or their option, without notice, declare the entire debt hereby secured immediately due and payable and thereupon or in case of default in payment of said promissory note at maturity, said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises and may proceed to foreclose this mortgage and in case of foreclosure the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

Surrender of Possession

And it is also agreed that in the event of any default in payment or breach of covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise as they may elect. Said premises shall in no manner prevent or retard the party of the second part in the collection of the said sums by foreclosure or otherwise.

Renewal

It is further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence debt, to evidence said principal or the interest upon the same during the said time of extension.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to them under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

In Witness Whereof, the said party of the first part have hereunto set their hands the day and year first above written.

George A. Ott
Mary A. Ott.

State of Kansas
County of Douglas, ss:

Certificate Acknowledgment

Be It Remembered That on this 12th day of March A.D. 1924, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came George A. Ott and Mary A. Ott, his wife, to me personally known to be the same persons 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.

L.S.

My Commission expires Jan 27, 1927.

F. C. Whipple, Notary Public.

Maxwell Investment Co.

ASSIGNMENT.

To

The New England National Bank, of Kansas City.

State of Kansas, Douglas County, ss:
This instrument was filed for record on the 18th day of March, A.D. 1924, at 8:50 AM

D. E. McElwain

By *Joe McElwain* Register of Deeds
Deputy.

For value received, Maxwell Investment Company, hereby assigns, transfers, conveys and sets over unto the New England National Bank, of Kansas City, its successors or assigns Two notes aggregating One Hundred Ten and No/100 Dollars, secured by a certain mortgage or deed of trust dated the first day of December 1919, made by William E. Morgan and Pearl V. Morgan, his wife, to Maxwell Investment Company (a corporation) of Kansas City, Missouri, covering real estate in Douglas County, Kansas, given to secure 8 notes aggregating \$1385.00 which mortgage or deed of trust was filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book 57 of Mortgages and Deeds of Trust on Page 392. This assignment is made under the terms of said mortgage or deed of trust so far as the notes first described are concerned, but shall not be construed as an assignment of the lien of this mortgage or deed of trust for the remainder (if any) of the notes described in said mortgage or deed of trust.

In Witness Whereof said Maxwell Investment Company, has caused these presents to be signed by its Vice President and its corporate seal to be hereto attached, attested by its Assistant Secretary, this 13th day of February, 1924.

Attest: (Corp Seal)
A. W. Hoover,
Assistant Secretary.

By A. A. Zinn
Vice President.

State of Missouri
County of Jackson, ss:

Be It Remembered That on this 13th day of February, A. D. 1924, before me, a Notary Public, duly qualified for and residing within said County and State, personally appeared A. A. Zinn, to me personally known to be the same person who executed the foregoing instrument and who being by me duly sworn on his oath states