

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, 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 mortgagor hereby assigns 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 assigns until notified by legal holder hereof account for and to pay over the same to such legal holder.

Eighth. That if such payments be made as are herein specified, this conveyance shall be void; but if any note herein described whether for principal or interest, or any part of the indebtedness secured by this mortgage 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 note 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, and hereby secured shall be deemed a waiver of right to exercise any option to declare the maturity of the debt; 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 second party, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

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.

Lewis R. Tucker (SEAL)
Dora Tucker (SEAL)

State of Kansas, Douglas County, SS:
Be It Remembered That on this 17th day of February, A.D. 1924, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Lewis R. Tucker and Dora Tucker, 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.

A. F. McClanahan.
Notary Public.

L.S.
My Commission expires Apr. 20, 1925.

From MORTGAGE.
To Lewis R. Tucker et al
The Davis Wellcome Mortgage Co.

State of Kansas, Douglas County, ss;
This instrument was filed for record on the 20th day of March, 1924 A.D. at 9:35.
Jas. B. Weilman
Register of Deeds
Deputy.

This mortgage Made this 8th day of February 1924, by Lewis R. Tucker and Dora Tucker, his wife, of the County of Douglas and State of Kansas parties of the first part, to The Davis - Wellcome Mortgage Company, a corporation, existing under the laws of the State of Kansas having its office at Topeka, County of Shawnee and State of Kansas, party of the second part;

Witnesseth That said parties of the first part, in consideration of the sum of Three Hundred Dollars, to them in hand paid, the receipt of which is hereby acknowledged do by these presents Grant, Bargain Sell and Convey unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to-wit:

The Northwest Quarter (NW 1/4) of Section Thirty (30) Township Fourteen (14) South Range Twenty (20) East of the Sixth Principal Meridian, except beginning at the southwest corner of said quarter section, thence East Eighty (80) rods thence North Eighty (80) rods, thence West Eighty (80) rods, thence South Eighty (80) rods to beginning, containing One Hundred Nine and Eighty Eight Hundredths (109.88) Acres more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance. This mortgage is subject and second to a mortgage executed by the parties of the first part to THE DAVIS WELLCOME MORTGAGE COMPANY, dated February 8th, 1924, to secure the payment of \$3000 covering the above described real estate.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered twenty certain promissory notes in writing to said party of the second part, each for the sum of \$15.00 due August 20, 1924, Feb. 20, 1925, Aug. 20, 1925, Feb. 20, 1926, Aug. 20, 1926, Feb. 20, 1927, Aug. 20, 1927, Feb. 20, 1928, Aug. 20, 1928, Feb. 20, 1929, Aug. 20, 1929, Feb. 20, 1930, Aug. 20, 1930, Feb. 20, 1931, Aug. 20, 1931, Feb. 20, 1932, Aug. 20, 1932, Feb. 20, 1933, Aug. 20, 1933 and Feb. 20, 1934, respectively, with interest at ten per cent per annum from maturity until payment, both principal and interest payable at the office of THE DAVIS-WELLCOME MORTGAGE COMPANY, 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 said THE DAVIS-WELLCOME MORTGAGE COMPANY in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore 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 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 note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure said property may be sold with or without appraisal, and with or without receiver, as the legal holder

Rec'd
754
Filed for record
Aug. 20, 1925
day of February 1924
by Lewis R. Tucker
Dora Tucker
Jas. B. Weilman
Register of Deeds
Deputy.