

and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, or any interest therein to be sold for taxes.

SIXTH. That the parties hereto further agree that all the covenants and agreements contained in 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.

SEVENTH. That if such payments be made as 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, or if at any time any law, either federal or state, should be passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds, or upon the principal or interest money secured by bonds or mortgages, or by virtue of which the owner, for the time being, of the land above described, shall be authorized to pay any such tax upon said bond or mortgage, or principal or interest thereby secured, or on the security, or either of them, and deduct the amount of such tax paid from any money or principal or interest secured by said bond and mortgage, then in any such case the said principal sum herein secured, with all arrearsages of interest thereon, shall at the option of the holder of this mortgage be and become immediately due and payable, anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful, and the said mortgagee do authorize the said mortgagee to at once foreclose this mortgage; and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder, and in case of default of payment of any sum herein conveyed to be paid when due, the first parties agree to pay to 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.

EIGHTH. 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 parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

James J. O'Brien (SEAL)  
Clara E. O'Brien (SEAL)

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 13 day of May A. D. 1924, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James J. O'Brien and Clara E. O'Brien, 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.

W. H. Clark.  
Notary Public.

Commission expires May 15, 1927.

# MORTGAGE.

FROM.  
James J. O'Brien et ux.  
TO.  
The Pioneer Mortgage Company.

State of Kansas, Douglas County, ss.  
This instrument was filed for record on the 15th day of May A. D. 1924, at 2:15 o'clock P. M.

*W. H. Clark*  
REGISTER OF DEEDS.

*Joe J. McLaughlin* Deputy.

This Indenture, Made this 8th day of May A. D. 1924, by and between James J. O'Brien and Clara E. O'Brien, his wife of the County of Douglas and State of Kansas, parties of the first part, and THE PIONEER MORTGAGE COMPANY, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Hundred and No/100 Dollars the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby GRANT, BARGAIN, SELL and MORTGAGE to said party of the second part, its successors and assigns, forever, the following-described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas, State of Kansas, to wit:

The West Half of the Northeast Quarter of Section Twenty Six (26) Township Fourteen (14) Range Twenty (20) East of the Sixth Principal Meridian, containing 80 acres, more or less, according to government survey, together with the rents, issues and profits thereof, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Pioneer Mortgage Company dated May 8th, 1924, to secure the payment of \$2000.00 covering the above-described real estate, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of THE PIONEER MORTGAGE COMPANY in obtaining a loan for the parties of the first part, secured by the prior mortgage of \$2000.00 hereinbefore referred to; and the notes by this mortgage secured do not cover any portion of the interest on said prior mortgage and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.

The said sum of \$100.00 hereby secured is evidenced by two notes of even date herewith, executed by the parties of the first part and payable to the order of the party of the second part as follows:

\$50.00 on the first day of May 1925,	\$	on the first day of	192
\$50.00 on the first day of May 1925,	\$	on the first day of	192

And the interest as provided in said notes.

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become null and void and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there

The following is not used on the original instrument:  
The note secured by this mortgage, but has been paid in full, and this amount is hereby acknowledged.  
A. D. 1924.  
J. J. O'Brien  
Clara E. O'Brien  
The Pioneer Mortgage Company  
By J. B. Stearns  
Notary Public

THIS INSTRUMENT  
WAS FILED FOR  
RECORD IN THE  
OFFICE OF THE  
REGISTER OF DEEDS  
OF DOUGLAS COUNTY,  
KANSAS, MAY 15, 1924.