

interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural or other leases on said real estate, and directs any lessee, on demand, to pay the said second party, its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; provided that so long as no default be made in the payment of any principal debt hereby secured or the interest due thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, the first party their heirs or assigns shall retain possession of the premises hereby conveyed, and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage:

That the second party its successors and assigns, shall be subrogated for further security to the lien, though released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage;

That the second party, its successors and assigns, shall be subrogated for further security to the lien, though released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage;

That in case the second party, its successors or assigns, shall hereafter appear in any of the land departments of the United States Government, or in any court or tribunal whatever, to defend the title or possession of the mortgaged real estate or the lien thereon, or appear in any court to prove the mortgage debt, all the costs and expenses of such appearance, shall be allowed the second party, its successors or assigns, and such costs and expenses shall bear ten per cent interest from the date of the payment by said second party, its successors or assigns, and shall be an additional lien upon the mortgaged real estate, concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured.

That the property herein described being located in the State of Kansas, this mortgage, and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Now, if the payments are made as provided and all covenants and agreements fulfilled this mortgage shall be null and void, and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas, or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and any amount so collected by such Receiver shall be applied, under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

John B. Miller.  
Clarice Miller.

Dated this First day of September, 1924.

Witnesses:

State of Kansas ( )  
County of Douglas )SS;

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of Sept., 1924, appeared John B. Miller and Clarice Miller, his wife, to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same.

My Commission expires; Dec. 16-1926.

L.S.

Witness my hand and notarial seal the day and year above set forth.

C. E. Cory.  
Notary Public, in and  
for Douglas County, Kansas.

#### SECOND MORTGAGE.

From John B. Miller et al  
To Southwest Mortgage Company.

State of Kansas, Douglas County ss;  
This instrument was filed for record  
on the 24th day of September, A.D. 1924  
at 10:25 AM.

*Law E. Millman*  
Register of Deeds.  
By *Law E. Millman* Deputy.

#### KNOW ALL MEN BY THESE PRESENTS;

That John B. Miller and Clarice Miller, his wife, of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to Southwest Mortgage Company, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate, in Douglas County, Kansas, to-wit:

All that part of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Thirteen (13), Township Thirteen (13) South of Range Twenty (20) East of the 6th P.M. laying South of the Wakarusa River and West of the Little Wakarusa Creek described as follows:

Commencing at the Southeast corner of said Quarter Section, thence North on Section line to center of channel of little Wakarusa Creek, thence down its channel in the center thereof, to where it crosses the Section line, thence North on said Section line to center of Little Wakarusa creek, thence down its channel in the center thereof to the center of Wakarusa River, thence up the center of said Wakarusa River with its meanderings to its intersection with the section line between sections twelve and thirteen, thence West on said line to Northwest corner of said Northeast Quarter Section, thence South 160 rods thence East 160 rods to the starting point.

Containing 136 acres, more or less, together with all the improvements thereon and the appurtenances thereunto belonging, subject only to a mortgage of even date herewith for Sixty Seven Hundred and no/100