

to the said second party; and

Upon failure to comply with either of these conditions, covenants and agreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments or the cost of such insurance and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party its successors and assigns, all right title and 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 the 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 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 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 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 sum 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 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.

Dated this First Day of October 1924.

Witnesses:

S. G. Neis  
Lillie Neis.

State of Kansas }  
County of Douglas } ss:

Before me, the undersigned a Notary Public, in and for said County and State on this 20th day of Oct. 1924 appeared S.G. Neis and Lillie Neis, 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.

#### PARTIAL RELEASE OF MORTGAGE

State of Kansas, Douglas County, ss.

From

Lawrence Nat'l Bank

To

E.W. Sellards

This Instrument was filed for record on the 31 day of Oct 1924 at 12.

*J. E. Williams* Reg of Deeds

By *J. E. Williams* Deputy

State of Kansas, Douglas County, ss.

KNOW ALL MEN BY THESE PRESENTS, That The Lawrence National Bank of the County and State aforesaid, do hereby certify that a certain indenture of mortgage dated Aug. 17 1915 made and executed by E.W. Sellards, Winnie Sellards, E.E. Sellards and Anna Alford Sellards of the first part to Lawrence National Bank Lawrence Kansas, of the second part and recorded in the office of the Register of Deeds of Douglas County in the State of Kansas in volume 55 page 12 on the 17th day of September A D 1915 in as to Lot 7 Block 11 University Place an Addition to the city of Lawrence in Douglas County Kansas. in Douglas County Kansas, fully paid, satisfied released discharged.

This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness hand this 28th day of October A D 1924

(Corp Seal)

The Lawrence Nat'l Bank  
Lawrence Kansas by  
Geo. W. Kuhne Cash.