

Provided However, that is the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$5500.00) Fifty five hundred and no/100 Dollars with interest thereon from November 21st 1924 at the rate of five (5) per cent per annum payable on the first day of November and--- in each year, together with interest at the rate of ten per cent per annum on any installments of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable to the order of the said The Travelers Insurance Company, at its office in Hartford Connecticut, and shall perform all and singular the covenants herein contained, then this mortgage to be void, otherwise to 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 the mortgage; and the said party of the second part, or its assigns, shall, at its option be entitled to be subrogated to any line claim or demand, paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage.

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 \$1000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and deliver to it or them all policies of insurance on said buildings and the renewals thereof, and in case of failures 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 amount 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.

And, the said party of the first part do further covenant and agree that, in case of default in the payment of any installment 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 option without notice, declare the entire debt hereby secured immediately due and payable and thereupon or in case of default in the 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.

And it is agreed that in the event of any default in payment or breach of any 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 possession shall in no manner prevent or retard the party of the second part in the collection of said sums by foreclosure or otherwise;

It is hereby 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 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 herein before 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.

Byron I. Holmes.
Nellie M. Holmes.

State of Kansas }
County of Douglas } ss.

Be It Remembered, That on this 10th day of Nov. A.D. 1924 before me, the undersigned a Notary Public in and for the county and State aforesaid, came Byron I. Holmes and Nellie M. Holmes 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.

Chas. E. Becka/
Notary Public.

L.S.
My Commission expires Apr. 7, 1925.

From The Central Trust Co.
To The Equitable Life Assurance Soc.

ASSIGNMENT

State of Kansas Douglas County, ss;
This instrument was filed for record on the 21st day of November 1924 at 10:50 AM.

John E. Wellman
Register of Deeds.

By *John E. Wellman* Deputy.

(The following is endorsed on original instrument Book 65 page 579.)

FOR VALUE RECEIVED, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to ---The Equitable Life Assurance Society of the United States, New York, N.Y. November 13, 1924.

The Central Trust Co.
By Chester Woodward.
Vice President.

Corp Seal.
State of Kansas }
Shawnee County, } ss;

Be It Remembered That on this-- day of ---Nov 13 --1924 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Chester Woodward, Vice Pres.