

the Northwest Quarter of the Southwest Quarter of said Section, Township and Range lying north and west of Captain Creek.

Together with all the improvements thereon and the appurtenances thereunto belonging. This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to Southwest Mortgage Company, its successors and assigns, the payment of the sum of ---Seventy-Five Hundred and no/100 --- Dollars with interest thereon according to the terms of one certain promissory note executed and delivered by the first party to the second party due and payable according to the terms thereof, with interest payable semi-annually, in lawful money of the United States of America, with exchange on the City of New York, at the southwest Trust Company, Kansas City, Missouri, and each bearing interest at the rate of ten per cent per annum after maturity until paid.

The First Party Hereby Covenants and Agrees:

That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all incumbrances and that they and their heirs, executors and administrators will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands;

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable;

To Neither commit nor suffer waste;

To Pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of any law of the State of Kansas, to whomsoever assessed, before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of ---One Thousand and no/100 Dollars--- for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts 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 thereon and so long as the agreements covenants and conditions of this mortgage shall be faithfully performed, 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 incumbrances 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 whatsoever, to defend the title or possession of the mortgaged real estate, he 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; and the rights and indebtedness hereby secured, shall, without regard to the pacts 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 and 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 this 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.

Dated this first day of December 1924.

Witnesses:

William Spitzli
Ellen Spitzli.

State of Kansas } ss.
County of Douglas. }

Before me, the undersigned a Notary Public, in and for said county and State on this 26th day of Dec. 1924 appeared William Spitzli and Ellen Spitzli 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.

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

L.S.
My Commission expires Dec. 16, 1926.

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