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MORTGAGE .

State of Kansas Douglas Co.ss;  
This instrument was filed for record on  
the 8<sup>th</sup> day of Jan. 1925 at 2:20 PM.

Isa E. Wellman Reg. of Deeds.  
By Joe Wellman Deputy

Witnesseth, that the said party of the first part, in consideration of the sum of ----- Fifteen Hundred Dollars in hand paid the receipt whereof is hereby acknowledged do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns the following described real estate in the county of Douglas and State of Kansas to-wit:

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage said party of the first part hereby assign to said party of the second part its successors and assigns, all the rents, revenues, royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon the release of this mortgage.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; the said premises are free and clear of all encumbrances and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED HOWEVER that if 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 (\$1500.) Fifteen Hundred Dollars on the first day of November A D 1929 with the interest thereon at the rate of five per cent per annum payable on the first day of May and November in each year together with interest at the rate of ten per cent per annum on any installment 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 at the office of The Mutual Benefit Life Insurance Company, in Newark New Jersey; and said perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, 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 and expenses of collection if any there be and of costs charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns in maintaining the legality and priority of 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 the lien created by this instrument, before any penalty for non-payment attached thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured in insurance companies acceptable to the said party of the second part, its successors or assigns and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure 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 amounts paid therefor, with interest thereon from the date of payment at the rate of ten per cent per annum, shall be collectible with said part of, and in the same manner as, the principal sum hereby secured.

annum, shall be collectible by said mortgagee, and the first part do further covenant and agree that in case of default under the said promissory note, or the first part do further covenant and agree that in case of default in 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, without notice, declare the entire debt hereby secured by the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the purchaser thereof shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, the said party of the first part hereunto set their hands the day and year first above written.

Gale Henry Kerns  
Ruth Kerns

Kate L. Kerns  
Andrew Frank Kerns  
Leland Clare Kerns  
Lou Kerns.

State of Kansas County of Douglas ss:  
On This 10 day of Dec. A.D. 1924 before me, a Notary Public, in and for said County personally appeared E. L. Kerne, a widow, Andrew Frank Kerne, a single man, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.

My Commission expires May 15, 1927.

W.M.Clark.  
Notary Public.

L.S.

State of Missouri, County of Buchanan, ss;  
On this 31st day of October A.D. 1924, before me a Notary Public, in and for said County &