

(See Book 65 page 141.)
 inoperative, then, and in any such event, the debt hereby secured, without deduction, shall, at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted.

Sixth: That all the covenants and agreements of the party of the first part herein contained shall extend to and bind her heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh: That in case of default of any of the covenants or agreements herein contained or in the note or notes secured hereby, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payments of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assigns to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to her 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 by mortgagee or assigns.

And the said party of the first part, for said consideration does hereby expressly waive all benefit of the exemption laws of the state in which the property is located.

In Testimony whereof, the said party of the first part has hereunto subscribed her name on the day and year first above mentioned.

Sarah E. Beamy.

State of Kansas, Shawnee County, ss:

Be It Remembered That on this 13th day of February A.D. Nineteen Hundred and twenty five, before me, the undersigned, a Notary Public, in and for said County and State came Sarah E. Beamy, widow, who is personally known to me to be the identical person described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same, to be her voluntary act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

E. E. Ambrose, Notary Public,
 Shawnee County, Kansas.

L.S.

My Commission expires Nov. 5th, 1925.

MORTGAGE

From Theodore Elm et ux
 To The Travelers Insurance Co.

State of Kansas, Douglas Co.,
 This instrument was filed for record
 on the 16th day of Feb. 1925 at 2:50 PM.
 By *E. E. Ambrose*

This Indenture Made this 5th day of January A.D. 1925 be and between--- Theodore Elm and Gladys V. Elm his wife--- of the County of Douglas and State of Kansas, party of the first part and --- The Travelers Insurance Company a corporation organized and existing under the laws of the State of Connecticut, party of the second part:

Witnesseth That the said party of the first part, in consideration of the sum of Thirty Five Hundred and no/100 Dollars----- to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:

"The West Half of the Southwest quarter of Section Twenty (20) ; and a tract of land beginning at the Southwest corner of the Northwest Quarter of said Section Twenty (20) thence North Eighty (80) rods, thence East Forty Seven (47) rods to the center of ravine, thence Northeastly along the center and following the meanderings of ravine to a point on the North line of said Quarter Section Eighty four (84) rods West of the Northeast corner; thence East Eighty Four (84) rods to the said Northeast corner, thence South One Hundred Sixty (160) rods, thence West One Hundred Sixty (160) rods to the place of beginning;

All in Township Fourteen (14) Range Nineteen (19) East of the Sixth Principal Meridian and containing Two Hundred Ten (210) acres, more or less.
 TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead exemption and every contingent right or estate therein, unto the said party of the second part, its successors and assigns, forever; the intention being to convey an absolute title in fee to said premises. And the said party of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, 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 (\$3500.00)

Thirty Five Hundred and no/100 Dollars----- with interest from February 25th, 1925 at the rate of Five (5) per cent per annum payable on the first day of March and September 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 and 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, in this mortgage to be void, otherwise to remain on 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 this mortgage; and the said party of the second part, or its assigns, shall, at its or their option be entitled to be subrogated to any lien, 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, 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 premises.

Recorded March 28, 1925

E. E. Ambrose

Notary of Douglas

This following is endorsed on the original instrument.

The Travelers Insurance Company of Hartford, Conn. has received from the said party of the first part the sum of \$3500.00 and has issued to them a promissory note for the same, bearing date of the 5th day of January 1925, and has also received from them the sum of \$3500.00 and has issued to them a receipt for the same, bearing date of the 5th day of January 1925.

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