

ings 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, as part of and in the same manner as, the principal sum hereby secured.

And the said party of the first do further covenant and agree that, in case of default in the payment of any instalment 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 or their option 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, 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 also 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 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 renewals, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said 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 hereinbefore 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 lease 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.

Theodore Elm
Gladys E Elm

State of Kansas) ss
County of Douglas)

BE IT REMEMBERED that on this 10 day of Februry, A D 1925 before me the undersigned a Notary Public in and for the County and state aforesaid, came Theodore Elm and Gladys V Elm 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.

(L.S.)

W M Clark
Notary Public

My Commission expires May 15, 1927

ASSIGNMENT.

From
The Central Trust Co
To
Anna Hillingham Trustee.

State of Kansas, Douglas Co. ss;
This instrument was filed for record on the
18th day of Feb. 1925 at 9:20 - AM.

Isaac E. Williams - Register of Deeds,
John H. Williams - Deputy.

By _____ Deputy.

(The following is endorsed on Original Instrument Book 65 Page 591.)

FOR VALUE RECEIVED, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to --- Anna Hillingham, Trustee, New York, N.Y. --- Feb'y. 11, 1925.

Corp Seal.

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

State of Kansas, Shawnee County, ss;

Be It Remembered That on this -- day of Feb. 11, 1925 19 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Chester Woodward, Vice Pres. & Secy of The Central Trust Co., a corporation to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

E. E. Lindblade.
Notary Public.

L.S.
Commission expires January 21st, 1926.