

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 note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches hereto; to obtain from commission of waste on said premises; to keep the buildings thereon in good repair and insured to the amount of \$200.00 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, 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 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 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, 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 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 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.

Orville E. Elm
Edith E. Elm

STATE OF KANSAS }
COUNTY OF DOUGLAS } SS.

BE IT REMEMBERED, That on this 10 day of Feb'y. A. D., 1925, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Orville E. Elm and Edith E. 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.

MORTGAGE

From
Geo. Williams et ux
To
Peoples State Bank,

State of Kansas, Douglas County,
This instrument was filed for
record on the 28th day of February
A. D. 1925, at 1:00 o'clock P. M.

Geo. E. Williams
Register of Deeds.

By-----Deputy.

This Indenture, made this Twenty-third day of February, in the year of our Lord, one thousand nine hundred and twenty-five between George Williams and Carolena Williams his wife of Baldwin, in the County of Douglas and State of Kansas parties of the first part, and The Peoples State Bank, Baldwin, Kansas parties of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Twenty-six hundred & No/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southwest quarter of Section Thirty (30) Township Fourteen (14) of Range Twenty (20) with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage of \$2,000.00 to the Federal Land Bank of Wichita, Kansas, and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss if any, made payable to the party of the second part to the extent of its interest. And in the event that said parties of