

KANSAS NORTH STATIONERY OF KANSAS CITY NO 2214

law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering of any court of competent jurisdiction of a decision that the undertaking by the parties of the first part, as herein provided, to pay any taxes or assessments is legally 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 parties of the first part herein contained shall extend to and bind their 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 payment 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 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 by mortgagee or assigns.

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

In testimony whereof the said parties of the first part have hereunto subscribed their names on the day and year first above mentioned.

Birdie E. Hemphill  
Charles W. Hemphill

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25 day of Feb. A. D. nineteen Hundred and twenty-five before me, the undersigned, a Notary Public in and for said County and State, came Charles W. Hemphill and Birdie E. Hemphill, husband and wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their 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.

L. S.

Geo. W. Kichne

My commission expires Jan 25, 1926

Notary Public,  
Douglas County, Kansas.

# MORTGAGE

From Edward Hadl and Isabelle Hadl  
To Provident Life Insurance Company

State of Kansas Douglas Co. ss  
This instrument was filed for record  
March 2, 1925 at 1:15 o'clock P. M.  
J. H. Wellman  
Register of Deeds

Jac Wellman Deputy

## KANSAS MORTGAGE

This indenture, made this twenty-fourth day of February A. D. 1925 between Edward Hadl and Isabelle Hadl, husband and wife, of Douglas County, State of Kansas (the first party hereto) and PROVIDENT MUTUAL LIFE INSURANCE COMPANY OF PHILADELPHIA, a corporation under the laws of the State of Pennsylvania, having its principal office in the City of Philadelphia and State of Pennsylvania (the second party hereto): Witnesseth, That, Whereas the said Edward Hadl and Isabelle Hadl, husband and wife, are justly indebted to said second party for money borrowed, in the sum of Twenty-five hundred Dollars (\$2,500.00) evidenced by a certain Principal Note or certain principal notes of even date herewith, executed and delivered by the person or persons last hereinabove named, payable to the order of said second party at its principal office, N. W. Cor., Fourth and Chestnut Streets, Philadelphia or at the office of such Trust Company or Bank in such other place as the holder of said Note or notes may from time to time in writing appoint, and further described as follows: One Principal Note in the sum of Twenty-five hundred Dollars, on the Twenty-fourth day of February A. D. 1930 with interest at the yearly rate of 5 1/2 per cent payable on the Twenty-fourth day of the months of February and August in each year, evidenced by Interest Notes for the installments of interest aforesaid, accompanying said Principal Note or Notes, said Interest Notes being payable at the place and in the manner appointed as aforesaid for payment of said Principal Note or Notes, or at the office of such Trust Company or Bank in such other place as the holder of said Interest Notes may from time to time in writing appoint, with exchange on New York; all said principal and Interest Notes bearing interest after maturity or default in the payment thereof at the yearly rate of ten per cent, payable half-yearly until paid; all whereof by reference to said Principal and Interest Notes will more fully appear: NOW THEREFORE, said party, in order to secure the payment of the capital and interest money aforesaid represented by the Principal and Interest Notes aforesaid, and in consideration of One Dollar unto the first party paid by the second party, the receipt whereof is hereby acknowledged, does by these presents grant, bargain sell, convey and warrant unto the second party, and to the successors and assigns of said second party forever, the following described real estate, situate in Eudora Township, County of Douglas and State of Kansas, to-wit:

The East Sixty acres of the Southeast Quarter of Section Twenty-six, Township Thirteen South, Range Twenty East of the 11th Principal Meridian, with buildings and improvements. Together with all and singular the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging to in anywise appertaining; hereby releasing and waiving all rights under and by virtue of the Homestead or Homestead Exemption laws of the State of Kansas, and all right to retain possession of said real estate after default in payment, or after breach of any covenant or undertaking herein by said first party to be kept and performed; TO HAVE AND TO HOLD the said real estate with all and singular the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging or in anywise appertaining, and all the rights of Homestead and Homestead Exemption, to the said second party and to the successors and assigns of said second party, forever, for the uses and purposes herein expressed: And all of the Said Persons Together Constituting Said First Party, hereby jointly and severally covenant, promise and agree to and with said second party, as follows, to-wit:

ATTEST  
J. H. Wellman  
Register of Deeds  
J. H. Wellman

Reg Fee  
No. 32

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