

SAML DOWDORTH STATIONERY CO KANSAS CITY MO 64114

and 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 the 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.

James L. Deay  
Viola M. Deay

State of Kansas)  
SS  
County of Douglas )

Be it Remembered, That on this 19th day of March A. D., 1925, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James L. Deay and Viola M. Deay, 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. E. Hoover  
Notary Public.

L. S.

My commission expires May 12, 1926.

Reg. Fee  
No. 223.

## MORTGAGE.

FROM  
Romie Deay et ux.

State of Kansas, Douglas County, ss.  
This instrument was filed for record  
this 26 day of March, A. D. 1925, at  
8:25 o'clock A. M.

TO  
The Travelers Insurance Company

*John E. Wellman*  
Register of Deeds

THIS INDENTURE Made this 17th day of March A. D. 1925, by and between Romie Deay and Nellie M. Deay, 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 Fourteen Thousand 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 Northwest fractional Quarter, and the  
Northwest Quarter of the Southwest Quarter,  
of Section Eighteen (18) Township Fourteen (14)  
Range Twenty One (21); and the Northeast Quarter  
of Section Thirteen (13) Township Fourteen (14)  
Range Twenty (20);

All East of the Sixth Principal Meridian  
and containing Three Hundred Fifty Nine (359)  
Acres more or less.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto 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 (\$14000.00) Fourteen Thousand and No/100 Dollars, with interest thereon from April 1st, 1925, at the rate of Five (5) per cent. per annum, payable on the first day of April and October in each year, together with 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 TRAVELERS INSURANCE COMPANY, at its office in Hartford, Connecticut, and shall perform all and singular the covenants herein contained, then this mortgage to be void, 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, 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

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