

BANK OF NORTH STATIONERY CO. KANSAS CITY, MO. 64114

MORTGAGE.

From
Lincoln Land Co
To
Bartlett Bros. Land and Loan Co.

State of Kansas Douglas Co.;ss
This instrument filed July 16th,
1926 at 3:35 P.M.

G. E. Wellman
Register of Deeds.

This Indenture, made the 30th day of June A.D. 1926 between The Lincoln Land Company a corporation, of the County of Buchanan and State of Missouri party of the first part, and Bartlett Brothers, Land and Loan Company, a corporation under the laws of the Missouri located at St. Joseph Missouri, party of the second part,

Witnesseth that the said party of the first part, in consideration of the sum of Forty-five Hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged does hereby grant bargain, sell convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The Northwest Quarter of Section Twenty-three (23) in Township Twelve (12) of Range Eighteen (18).

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all the rents profits revenues royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

To Have and To Hold the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that it is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that it will warrant and defend the same 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 (\$4500.00) Forty-five Hundred Dollars----- on the first day of July A.D. 1930, with interest thereon at the rate of six per cent per annum, payable on the first day of July 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 or payable, according to the tenor and effect of six promissory notes bearing even date herewith three for \$1000 each; one for \$400; one for \$600 and one for \$500 executed by the said party of the first part and payable at the office of said Company, in St. Joseph, Missouri; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect;

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid the principal sum and interest above specified, in manner aforesaid, together with all the costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part does 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 the lien created by this instrument, before any penalty for non-payment attaches thereto, also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$0---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 does further covenant and agree that in case of default in 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, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, in case of default in payment of said promissory notes at maturity, the said party of the second part, its successors or assigns, shall be entitled to 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.

In Witness Whereof, The Lincoln Land Company, the said party of the first part has caused this instrument to be signed by its President and its Corporate Seal to be hereto affixed the day and year first above written.

The Lincoln Land Company
By E. H. Peterson.
President.

Corp Seal.

State of Missouri }
County of Buchanan ss

On this 15 day of July 1926, before me, a Notary Public in and for said County, appeared E. H. Peterson, to me personally known, who being by me duly sworn, did say that he is the President of The Lincoln Land Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E. H. Peterson acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires Nov. 1, 1928.

L.S.

Helen H. Plettner
Notary Public.

ATTEST:

N. H. Petterson
Register of Deeds

L. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing instrument was duly recorded in my office on the 21 day of July 1926, and that the same is duly indexed in my Journal and Index.

Witness my hand this 27 day of July 1926.

G. E. Wellman
Clerk District Court