

Fourth, That in case of default of any of the covenants or agreements herein contained, 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.

Fifth, That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed upon said land, premises or property or upon the interest of the property or the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent or any interest therein to be sold for taxes.

Sixth, That the parties hereto further agree 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 if such payments be made as herein specified this conveyance shall be void but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this mortgage, or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, or if at any time any law, either federal or state, shall be passed imposing or authorizing the imposition of any specific tax upon mortgage or bonds, or upon the principal or interest money secured by bonds or mortgages, or by virtue of which the owner, for the time being, of the land above described, shall be authorized to pay any tax upon said bond or mortgage, or principal or interest thereby secured, or on the security, or either of them, and deduct the amount of such tax paid from any money or principal or interest secured by said bond and mortgage, then in any such case the said principal sum herein secured, with all arrearages of interest thereon, shall at the option of the holder of this mortgage be and become immediately due and payable, anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful, and the said mortgagors do authorize the said mortgagee to at once foreclose this mortgage; and no failure on the part of the second party to exercise any option to declare the maturity of the debt heretofore secured shall be deemed a waiver of right to exercise such option at any other time as to past or future default hereunder and in case of default of payment of any sum herein covenanted to be paid when due, the first parties agree to pay to said second party interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

Eighth. 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 parties of the first part have hereunto subscribed their names and affixed their seal on the day and year above mentioned.

Adam A. Given  
Mollie B. Given

State of Missouri,  
Jackson County, SS.

Be It Remembered, That on this 23rd day of January A.D. 1926 before me the undersigned, a Notary Public in and for the County and State aforesaid, came Adam A. Given and Mollie B. Given (husband and wife) to me personally known to be the same person 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.  
Commission expires October 28, 1928.

Irene Westhoff  
Notary Public.

From  
Adam A. Given  
To  
Luther E. Wood

MORTGAGE.

State of Kansas, Douglas co. ss  
This instrument was filed for record  
Jan, 28, 1926. At 9:40 A.M.

*J. A. C. Mulman*  
Register of Deeds.

This mortgage, Made this twenty second day of January in the year of Our Lord one thousand nine hundred twenty six by and between Adam A. Given and Mollie B. Given husband and wife of the County of Douglas and State of Kansas parties of the first part and Luther E. Wood party of the second part,

Witnesseth That said parties of the first part for and in consideration of the sum of Four thousand and no/100 Dollars to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged have granted bargained, sold and conveyed and by these presents do grant, bargain sell and convey unto the said party of the second part and to his heirs and assigns forever, all of the following described tracts, pieces and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Part of the northeast quarter (NE $\frac{1}{4}$ ) of section six (6) Township thirteen (13) Range twenty (20) east of the 6th P.M. described as follows: Beginning at a point 40 rods east of the northwest corner of said quarter section thence south 42 rods, thence east 20 rods, thence north 42 rods to the north line of said quarter section, thence west on the north line 20 rods to place of beginning, containing 5 $\frac{1}{2}$  acres more or less. Subject to a first mortgage of \$11,000 dated 21st day of January 1926 payable to The Prudential Investment Company of Topeka Kansas. This mortgage is given to secure balance of purchase price or above described property.

To Have and To Hold, the same with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part and to his heirs and assigns forever;

Whereas, Adam A. Given and Mollie B. Given (husband and wife) the said parties of the first part have this day made, executed and delivered to the said party of the second part their promissory note of even date herewith by which they promise to pay to the said Luther E. Wood or order, for value received Four thousand and no/100 Dollars due January 22, 1927 with interest from date to maturity at the rate of six per cent per annum payable semi-annually, payable at 303 Commerce Building, Kansas City, Missouri, (copy of note attached)

\$4000.00 Copy.  
One year after date we promise to pay to Luther E. Wood or order Four thousand and no/100 Dollars at 303 Commerce Building, Kansas City, Missouri. For value received with interest thereon at six per cent per annum from date until paid, interest semi-annually.

(signed) Adam A. Given  
(signed) Mollie B. Given

no.--- Due---

Recorded May 19 1926  
J. A. C. Mulman  
Register of Deeds  
Reg. No. 1418  
Fee Paid 10.00

Received of J. A. C. Mulman  
the sum of Four thousand and no/100 Dollars, in full  
satisfaction of the within Mortgage.  
Luther E. Wood