

per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable and shall be an additional lien upon said real estate, and be secured by this mortgage and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described the first party hereby assigns to the second party, its successors and assigns all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural or other leases on said real estate and directs any lessee on demand to pay the said second party its successors and assigns all royalties and rentals that may be payable to them under the terms of any such lease of said real estate provided that so long as no default be made in the payment of the principal debt hereby secured, or the interest due thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, the first party their heirs or assigns, shall retain possession of the premises hereby conveyed and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage.

That the second party its successors and assigns, shall be subrogated for further security to the lien though released of record of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage.

That in case the second party its successors or assigns, shall hereafter appear in any of the land departments of the United States Government, or in any court or tribunal whatever, to defend the title or possession of the mortgaged real estate or the lien thereon, or appear in any court to prove the mortgage debt all the costs and expenses, shall bear ten per cent interest from the date of the payment by said second party its successors or assigns, and shall be an additional lien upon the mortgaged real estate concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured.

That the property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment be construed and enforced according to the laws of the state of Kansas with reference to the laws of which state the parties to this agreement are now contracting.

Now, if the payments are made as provided and all covenanted and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party their heirs or assigns, which cost first party agrees to pay but if the first party their heirs or assigns, shall make default in the payment of any note or notes at maturity or any interest thereon when due, or the taxes or assessments aforesaid or any part of either or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes in whole or in part or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness become immediately due and payable without notice, and thereupon this mortgage shall become absolute, and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the court, and any amount so collected by such receiver shall be applied, under direction of the court, to the payment of any judgment rendered or amount found due upon foreclosure of this mortgage.

Dated this first day of September, 1926.

Witnesses:

John A. Reeder
Cordia C. Reeder

State of Kansas
County of Douglas SS

Before me the undersigned, a Notary Public in and for said county and state on this 24th day of September, 1926 appeared John A. Reeder and Cordia C. Reeder his wife, to me known to be the identical persons who executed the foregoing instrument and such persons duly acknowledged the execution of the same.

My commission expires May 12, 1930. Witness my hand and notarial seal the day and year above set forth.

LS

L.E. Hoover.
Notary Public in and for Douglas County,
Kansas.

From
Peoples State Bank
To
S.G. Kelso

ASSIGNMENT.

State of Kansas, Douglas co. ss
This instrument was filed for record
Sept. 29, 1926. At 3:45 P.M.

Lee E. Wellman
Register of Deeds.

(The following is rendered on original instrument Book 19, Page 24)

For Value Received, the undersigned owner of the within mortgage does hereby assign and transfer the same to Mrs S.G. Kelso.

corp. seal
State of Kansas
County of Douglas SS

Peoples State Bank.

By-- W. Bromelsick--Pt.

Be it remembered, That on this day of Sep. 28, 1926 A.D. 19--- before me the undersigned a Notary Public in and for said county and state came W. Bromelsick, Pres. of Peoples State Bank, Lawrence the mortgage named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage and such person duly acknowledged the execution of said assignment, to be the act and deed of said corporation.

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

LS
My commission expires March 23, 1930.

T.J. Sweeney, Jr.
Notary Public.