

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 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 a note hereindescribed, 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 should be passed imposing or authorizing the imposition of any specific tax upon mortgages 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 such 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 or 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 hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present, 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 to 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 herunto subscribed their names and affixed their seals on the day and year above mentioned.

H.E. Westerhaus (SEAL)
Margie Westerhaus (SEAL)

State of Kansas }
Douglas County } SS

Be it remembered, That on this 23rd day of Feb. A.D. 1927 before me the undersigned a Notary Public in and for the county and state aforesaid came H.E. Westerhaus and Margie Westerhaus 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.

LS
Commission expires Dec. 16, 1930.

C.E. Cory
Notary Public.

From H.E. Westerhaus
To Pioneer Mtg. Co.

MORTGAGE

State of Kansas, Douglas Co. ss
This instrument was filed for record
Feb. 23, 1927. At 11:10 A.M.

Do. & W. G. Williams
Register of Deeds

H.E. Westerhaus and Margie Westerhaus his wife.

Mortgage and Warrant to The Pioneer Mortgage Company of Topeka, Kansas real estate situated in the county of Douglas and state of Kansas described as follows, to-wit:

The east half of the southwest quarter and Lot three (3) of section twenty seven (27) Township twelve (12) Range twenty one (21) east of the sixth principal meridian and containing one hundred thirty eight (138) acres more or less. To secure the payment of \$1910.00 evidenced by 15 notes due as follows:

\$1000.00 on the first day of September 1927.	\$65.00 on the first day of March 1930
\$65.00 on the first day of September 1927	\$65.00 September 30
\$65.00 on the first day of March 1928	\$65.00 on the first day of March 1931
\$65.00 on the first day of September 1928	\$65.00 September 31
\$65.00 on the first day of March 1929	\$65.00 on the first day of March 1932
	\$65.00 September 32
	\$65.00 on the first day of March 1933
	\$65.00 September 33
	\$65.00 on the first day of March 1934
\$65. on the first day of September 1929	

with interest on said sums as provided in said notes.

This mortgage is subject and second to a mortgage to The Pioneer Mortgage Company to secure the payment of \$13000.00. The said mortgagee or assigns may pay any sum or sums of principal or interest due and unpaid on said prior mortgage, and on such payments shall be subrogated to the rights of the prior mortgage, or may pay the taxes on said land when the same become due and unpaid and the amount so paid, for principal or interest or taxes together with interest thereon at ten per cent per annum, shall be a lien on said premises and be secured by this mortgage.

If default shall occur in the payment of any sum or sums hereby secured, or the payment of any portion of the principal or interest on said prior mortgage or in payment of the taxes on said premises, when due, then the whole amount hereby secured shall immediately become due and payable, at the option of the legal holder of this mortgage, and this mortgage may then be foreclosed.

Witness our hands this 21st day of February 1927.

H.E. Westerhaus
Margie Westerhaus

State of Kansas }
Douglas County } SS

Be it remembered, That on this 23rd day of Feb. 1927, before me, a Notary Public in and

ATTEST:
C.E. Cory
Notary Public
3-6-1930

Recd #2413
4-78

Compare Records of twenty months with a transcript of record of the same
page 1030 recorded was made by said District Court, Co. 10, 4-78
and that the same is duly noted in the same
Witness my hand this 6 day of May 1929
H.E. Smith
Notary Public