

so cured 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 party agrees 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 party of the first part hereby assigns 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 has hereunto subscribed its name and affixed its seal, on the day and year above mentioned.

The Salvation Army Seal
By-- John R. McMillan Seal
First Vice President..

Corp Seal

Attést.
John R. Wiseman
Secretary. Seal.

State of Illinois)
County of Cook)ss;

I, John C. Marshall a Notary Public in and for the County and State aforesaid, do hereby certify that John McMillan First Vice President and John R. Wiseman Secretary of The Salvation Army, an Illinois Corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing Mortgage Deed, as such First Vice President and Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said corporation for the purposes and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

Given under my hand and Notarial seal this 21st day of June 1927.

L.S.
My commission expires November 16, 1930

John C. Marshall
Notary Public.
Cook County, Illinois.

From Bert P. Woodward et ux
To Mutual Benefit Life Ins. Co.

MORTGAGE.

State of Kansas, Douglas County, ss;
This instrument filed June 30, 1927 at 9:15 A.

Geo. C. Wellman
Register of Deeds,

Reg. No. 2718
Fee Paid \$4.50

This Indenture, made 31st day of May A.D. 1927, between Bert P. Woodward and Marguerite V. Woodward, husband and wife, of the County of Shawnee and State of Kansas, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation, organized and existing under the laws of New Jersey located at Newark, Essex County, New Jersey, party of the second part,

Witnesseth; That the said party of the first part, in consideration of the sum of ----- Eighteen Hundred ----- Dollars in hand paid, the receipt whereof, is hereby acknowledged, do hereby grant, bargain, sell and convey and a 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 Southwest Quarter of the Northwest Quarter of Section Thirteen (13), in Township Thirteen, (13), of Range Seventeen (17).

As Additional and collateral security for the payment of the note or notes hereinafter described and all sums to become due under this mortgage, said party of first part hereby assigns to said party of the second part, its successors and assigns, all the rents, 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 the 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 being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all encumbrances; and that they 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 (\$1800) Eighteen Hundred Dollars --- on the first day of June A.D. 1932 with interest thereon at the rate of five per cent per annum, payable on the first day of June and December 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 or any part thereof after the same becomes due or payable, whether its maturity shall result by lapse of time or by the exercise by the holder hereof of the option granted herein and in any note secured by this mortgage, to declare the indebtedness hereby evidenced to be due by reason of default, according to the tenor and effect of a promissory note or notes bearing even date herewith, executed by the said party of the first part, and payable at the Office of The Mutual Benefit Life Insurance Company in New York, New Jersey, and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, 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 and expenses of collection, if any there shall be, and any costs, charges or attorneys fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the legality and priority of this mortgage; that the party of the second part, its successors or assigns, may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the

This assignment of rents, royalties, see Book 83, page 149.