

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

**First.** That the parties of the first part are justly indebted to the party of the second part in the sum of

TWENTY FIVE HUNDRED

DOLLARS.

according to the terms of ONE certain mortgage note of even date herewith, executed by said parties of the first part, in consideration

of the actual loan of the said sum, and payable ~~xxx xxx xxx~~ as follows:

[illegible]

to the order of the said party of the second part with interest thereon at the rate of 5 1/2 per cent per annum, payable semi-annually, on the

first days of January and July in each year, according to the terms of interest notes hereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at NATIONAL BANK OF COMMERCE, New York, N. Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

**Second.** That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of **\$2,000.00 Fire and \$2,000.00 Tornado;** DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

**Third.** That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent., in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

**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 receiver or otherwise, as it may elect.

**Fifth.** That the parties of the part hereby agree to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the parties of the second part, therein, and while this Mortgage is held by a non-resident of the State of Kansas upon this Mortgage or the debt secured thereby; without regard to law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein provided, to pay the taxes and assessments, general or special, excepting only the Federal Income Tax, shall be null and void, or that any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, become immediately null and void, the parties of the first part further agree to and shall perform or permit all or any of the taxes and assessments, general or special, excepting only the Federal Income Tax, or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

**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.

**Serenth.** As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgage, its successors and assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no responsibility with reference to such rights and benefits *not* be accountable *therefor* except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to the party of the first part or its assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

**Eighth.** That if such payments made as are 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, then this conveyance shall become absolute and the whole of said principal note \_\_\_\_\_ shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part 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 or to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the 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.

**Ninth.** The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

R. L. Nelson (Seal)

Stella L. Nelson (Seal.)

STATE OF KANSAS,

CHICKEN Ford COUNTY, ss.

BE IT REMEMBERED, That on this 22nd day of August A. D. 19 33 before me, the

undersigned, a Notary Public in and for the County and State aforesaid, came R. L. Nelson and Stella L. Nelson, his wife

**his wife**, to me personally known to be the same person **B** 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.

Legal Seal

T. Y. Stewart

**Notary Public.**

(Commission expires Feb. 21)

RELEASE

THE AMOUNT SECURED by this Mortgage has been paid in full, and the same is hereby canceled, this 24<sup>th</sup> day of

Vermont People's National Bank, Trustee  
Mary P. Dunham Estate  
By C. A. Brown  
Trust Officer

Mary P. Dunham Estate

By Ea. Brown

Trust Officer

L. G. Tassier

copy  
Seal

June  
1871

This Release  
was written  
on the original  
Mortgage &  
this 16th day  
of July 1935

Harold R. Smith  
Reg. of Deeds.  
Fred W. Kahan  
Deputy

[illegible]

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