

MORTGAGE RECORD 75

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, 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 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 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 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 seals on the day and year above mentioned.

O.J. Copp (SEAL)
Anna J. Copp (SEAL)

State of Kansas }
Shawnee County } 35

Be it remembered, That on this 30th day of March A.D. 1928 before me the undersigned a Notary Public in and for the County and State aforesaid came O.J. Copp and Anna J. Copp husband and 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.

Grace Ferrussel
Notary Public

IS
Commission expires May 17, 1930.

From MORTGAGE
To P.D. Olmstead
Watkins Nat'l Bank

State of Kansas Douglas Co. ss
Filed for record Mar. 29, 1928
At 3:00 P.M.

Isa. E. Wellman
Register of Deeds

Recorded - Dec 12 1928
Reg. No. 3348
Fee Paid \$7.32

This Indenture, Made this 27th day of March A.D. 1928 between P.D. Olmstead and Grace Olmstead his wife, of Douglas County, Kansas parties of the first part, and The Watkins National Bank, a banking corporation organized under the laws of the United States of America and having its principal place of business at Lawrence, Kansas party of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Three Thousand (\$3,000.00) Dollars to them in hand paid, receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, the following described real estate, to-wit:

The east half (E) of Lot Numbered Twelve (12) in Block numbered five (5) in South Lawrence, in the City of Lawrence, in Douglas County, Kansas.

To Have and to hold, the same with the appurtenances thereunto 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 or assigns forever; and the said parties of the first part hereby covenant that at the delivery hereof they are lawfully seized of said premises and have good right to convey the same; that the said premises are free and clear of all incumbrances whatsoever, and they will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

Provided However, That the said parties of the first part shall pay or cause to be paid to the said party of the second part the following described promissory notes, to-wit: Note dated March 19, 1928 for \$2,000.00 payable to order of Watkins National Bank (Watkins National Bank Serial No. 155,362) Note dated March 13, 1928 for \$1,000.00, payable to the order of Watkins National Bank (Watkins National Bank No. 155,363) or any renewal or extension of said notes and also any other notes for all other and further indebtedness which the parties of the first part or either of them may contract to pay to the party of the second part for future loans, advancements or acceptances made during the existence of this mortgage and any renewal or renewals of note or notes for said present or future indebtedness, the final maturity hereof and of any note hereunder to be not later than March 20, 1930, all of said notes to be payable at Watkins National Bank of Lawrence, Kansas, or at such place as the then legal owner and holder thereof may direct.

And the said parties of the first part further covenant and agree that they will make timely payment of all principal and interest to become due on the aforesaid notes or of any notes given in evidence or renewal thereof, or to secure future indebtedness, and that they will pay all taxes which may become due against said real estate or any part thereof and that they will keep the improvements on said real estate insured in good and responsible insurance companies satisfactory to the party of the second part, with copies attached thereto showing loss if any payable to the parties of the first and second parts, as their interest may appear but in the event of their refusal or failure to make either of the payments of principal or interest, or of taxes or to keep said property insured the party of the second part may, at its option, and without notice, declare a default hereunder and declare the entire sum secured by this mortgage immediately due and payable, and proceed to foreclose

We the undersigned owners of the within mortgage do hereby acknowledge the receipt of the cash consideration and the delivery of the foregoing instrument and the delivery of the same to the Register of Deeds of the State of Kansas for recording.

We the undersigned owners of the within mortgage do hereby acknowledge the receipt of the cash consideration and the delivery of the foregoing instrument and the delivery of the same to the Register of Deeds of the State of Kansas for recording.