

timber, except for making and repairing the fences on the place and such as shall be necessary for fire-wood for use on said real estate.

THIRD.--To keep the buildings now on or hereafter erected on said real estate insured at the option and to the satisfaction of the party of the second part, delivering all policies and renewals thereof to said party of the second part. The party of the first part hereby assigns and transfers to the party of the second part all rights and interest in all policies of insurance carried or to be carried upon said property.

FOURTH.--In case of failure to pay the taxes, liens, assessments and charges, or to effect said insurance, the party of the second part may pay said taxes, liens assessments, charges and effect such insurance. The amounts so paid shall be due and payable, at the option of the party of the second part, with interest at the highest rate permitted by law and such amounts shall be secured hereby.

FIFTH.--That, if the party of the second part herein is now or hereafter becomes the owner or holder of a mortgage or mortgages, other than this, upon the real estate herein described, or any part thereof, failure to comply with any of the requirements or conditions of either of said mortgages, which failure would mature the indebtedness secured by it, shall mature, at the option of the party of the second part herein, the indebtedness under all such mortgages.

SIXTH.--That as additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all of the rents, profits, revenues, rights and benefits accruing under all leases now on said real estate, or which may hereafter be placed thereon and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said rents, profits, revenues, rights and benefits to said party of the second part, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or prior to such default, upon notice to the lessee in such lease, and to terminate and become null and void upon release of this mortgage.

SEVENTH.--If the maker or makers of said notes shall fail to pay any of said notes, or any notes given in renewal of the notes herein, or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due, or there is a failure to conform to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the said party of the second part without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent per annum after maturity by default, or otherwise, until paid.

When the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Louis Seele (Seal)  
Maria M. Seele (Seal)

STATE OF KANSAS,  
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 6th day of March 1930 before the undersigned, a Notary Public in and for the County and State aforesaid appeared Louis Seele and Maria M. Seele Husband and Wife who are to me personally known to be the identical persons who executed the foregoing mortgage deed, 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

My commission expires April 25, 1931.

W. A. Schnaal Notary Public  
Douglas County, Kansas.

Recorded March 6, 1930 A. D. at 3:30 P. M.

*E. C. Amet*

Register of Deeds

## ASSIGNMENT

FOR VALUE RECEIVED, We hereby sell, transfer and assign to M. Cohen all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Barteldes Seed Company to The Merchants Loan & Savings Bank which mortgage is recorded in Book 76 of Mortgages, Page 61 in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set our hand this fourth day of March 1930.

Corp. Seal

The Merchants Loan & Savings Bank  
By F. C. Whipple  
Cashier

STATE OF KANSAS,  
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 4th day of March 1930 before me a Notary Public in and for said County and State came F. C. Whipple, Cashier of The Merchants Loan & Savings Bank, to me personally known to be the same person 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

My commission expires Sept. 10, 1931

Jane Sheets Notary Public

Recorded March 7, 1930 A. D. at 4:15 P. M.

*E. C. Amet*

Register of Deeds

This note secured by the mortgage herein running from said party of the first part, and the mortgage being fully satisfied, the parties of the first part, Louis Seele and Maria M. Seele, have caused this mortgage to be recorded in Book 76 of Mortgages, Page 61, in the office of the Register of Deeds in Douglas County, Kansas, this 6th day of March 1930.

This Release was written and signed by the parties of the first part, Louis Seele and Maria M. Seele, on this 6th day of March 1930, at the office of the Register of Deeds in Douglas County, Kansas.