

That no waiver of any breach of any condition or covenant herein contained shall be taken or construed as a waiver of any other subsequent breach of the same or any other such condition or covenant; and the exercise by the second party of any right, privilege or option hereby given shall not preclude the subsequent exercise of any such right, option or privilege on account of the same or any other breach of the covenants hereof:

That the granting by second party of any extension of time for the payment of said debt or interest, to first parties or any other person, or the taking of other or additional security or failure to accelerate the maturity of said debt in the event of breach of the conditions hereof, shall not affect the rights of second party nor operate to release first parties from any personal liability on said debt nor from any covenant herein:

That wherever used herein, the singular number shall be taken for and read as the plural and the plural as and for the singular, when the context may so require:

That all provisions herein shall bind the heirs, executors, administrators and assigns of the first parties aforesaid and inure to the benefit of the successors and assigns of the party of the second part;

That the term party of the second part or second party wherever used herein, shall be deemed and taken to include the lawful holder or holders of the indebtedness hereby secured;

That the property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

NOW, if the payments are made as provided and all covenants and agreements fulfilled this mortgage shall be null and void and shall be released at the cost of the first party their heirs or assigns, which cost first party agrees to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note or notes at maturity or any interest thereon when due, or the taxes or assessments or insurance premiums aforesaid, or any part of either or if waste be committed on or improvements be removed from said real estate without written consent of the second party or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall at the option of the second party or the legal owner of said indebtedness become immediately due and payable, without notice and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately or at any time thereafter, cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises to rent the same and receive and collect the rents, issues and royalties thereof under direction of the Court, and any amount so collected by such Receiver shall be applied, under direction of the Court to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

Dated this Thirty-first day of May 1930.

Otto A. Theel
Lillian Theel

STATE OF KANSAS,
COUNTY OF LYON, SS.

Before me, the undersigned, a Notary Public in and for said county and state on this 12th day of Aug. 1930 appeared Otto A. Theel and Lillian Theel his wife to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same. My commission expires Jan. 7, 1934.
Witness my hand and notarial seal the day and year above set forth.

Legal Seal

Minnie A. Wells, Notary Public
in and for said County and State.

Recorded Aug. 16, 1930 A. D. at 11:30 A. M.

E. C. Armstrong Register of Deeds

ASSIGNMENT

For Value Received, I hereby sell, transfer and assign to Lucy H. Metcalf Upton, all my right title and interest in and to a certain first mortgage, and the indebtedness secured thereby, made and executed by Sinclair Southard, a widow to Wilder S. Metcalf and assigned of record to Irving W. Metcalf which mortgage is recorded in Book 40 of Mortgages, Page 110, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, I have set my hand this 14th day of September 1927.

Irving W. Metcalf

State of Ohio :
:SS
County of Lorain

Be It Remembered, That on this 14th day of September 1927, before me, a Notary Public in and for said County and State, came Irving W. Metcalf of Oberlin, Ohio 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 May 29 1929.

Wilmet W. Metcalf Notary Public.

Recorded August 18th, 1930 A. D. at 10:00 A.M.

E. C. Armstrong Register of Deeds.