

SAML. DODGEWORTH STATIONERY CO KANSAS CITY MO 64114

specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (Whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay such insurance liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate of ten (10) per cent per annum shall be deemed a part of the indebtedness secured by this mortgage, and may pay said taxes and assessments (irregularity in the levy or assessment thereof being expressly waived) and all such taxes and assessments with interest thereon from time of payment at the rate so made and provided for by the statutes of the State of Kansas, shall be deemed a part of the indebtedness secured by this mortgage, and from and payable by the parties of the first part to the party of the second part, its successors or assigns, immediately upon being paid by the party of the second part, its successors or assigns; but the effecting of such insurance or payments of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinbefore provided to declare all of the indebtedness secured hereby due and collectible.

And it is agreed that in case default shall be made in the payment of any installment of any of said notes or of the interest thereon when due and payable according to the tenor date and effect of said notes or fail to pay the interest on the note secured by the prior mortgage or fail to keep and perform all the covenants and conditions of said prior mortgage, or in the payment of any insurance premiums, taxes or special assessments, or if there shall be a failure to comply with any condition of this mortgage, then the whole indebtedness secured by this mortgage and each and every of said notes remaining unpaid shall at the option of the party of the second part, its successors or assigns, become due and payable at once, without notice to the parties of the first part and be collected at once by foreclosure or otherwise.

As additional and collateral security for the payment of the said notes the mortgagor hereby assigns to said mortgagee, its successors or 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 or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor 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 right or benefits to the party of the first part or his assigns, until notified by legal holder hereof 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 the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

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

In presence of

Louis Seiwald
Mary SeiwaldSTATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 23rd day of Oct. A. D. 1930 before me, the undersigned, a Notary Public in and for said county and state, came Louis Seiwald and Mary Seiwald, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

Legal Seal

My commission expires on 16th day of Dec. 1930.

C. E. Cory Notary Public

Recorded Oct. 24, 1930 A. D. at 9:05 A. M.

E. E. Connelley

Register of Deeds

MORTGAGE

THIS MORTGAGE, Made this 15th day of October A. D. 1930 by and between Minnie Seale, a widow, Henry G. Seale and Hulda Seale, his wife, Mary Hunsinger and Geo. W. Hunsinger her husband, Louise Schulmeyer and P. E. Schulmeyer, her husband of the County of Douglas State of Kansas parties of the first part hereinafter designated and referred to as party of the first part, whether one or more and The National Reserve Life Insurance Company of the County of Shawnee and State of Kansas party of the second part:

WITNESSETH, That said party of the first part in consideration of the sum of Forty-one Hundred Forty and No/100 Dollars, paid by said party of the second part, receipt of which is hereby acknowledged, does hereby convey, mortgage and warrant unto the said party of the second part, its heirs and assigns forever, all the following-described lands and premises situated in the County of Douglas and State of Kansas, to-wit: The Northwest fractional quarter of Section Seven (7) Township Fourteen (14) Range Twenty (20) and the West Seventy (70) acres of the Northeast quarter (NE $\frac{1}{4}$) of Section Seven (7) Township Fourteen (14) Range Twenty (20) East all in Douglas County, Kansas. Together with all appurtenances, including buildings, improvements and fixtures, and also all their estate, right, title and interest therein, including all rights of homestead exemption.

TO SECURE THE PAYMENT OF A DEBT (representing money borrowed concurrently with the execution hereof), and interest thereon evidenced by one principal promissory notes of even date herewith, executed by Minnie Seale, a widow, Henry G. Seale and Hulda Seale, his wife, Mary Hunsinger and Geo. W. Hunsinger, her husband and Louise Schulmeyer and P. E. Schulmeyer, her husband, party of the first part, and payable to the order of the said party of the second part at its Home Office in Topeka Kansas for the aggregate principal sum of Forty-one Hundred Forty and No/100 Dollars, payable as follows:

Reg. No. 1081

Fee Paid \$10.20

Sealed and delivered in my presence and in the presence of the parties to this mortgage on the 23rd day of October 1930 at 9:05 A. M.