ATGAGE RECORD No. 77

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TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever. And the said parties of the first part hereby covenant and agree that at the delivery bereaf they are the larger

And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and that they have a good right to sell and convey said premises, and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the tile thereto against the claims of all persons whomeover, and hereby are first and the said the sa

to remain in full force. It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above 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 collectible or not) may effect the insurance above provided for and pay the reasonable premiums and observe therefore, and may now such insurance liens eveness and ettornayte fees, and all make and collectible or not may effect the insurance above provided for any pay the tension the presuma 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 martgage, statutes of the State of Eansas, shall be decade a part of the indebtedness secured by this margase, and all such payments of insurance premiums, liens, taxes, special ascessments, expenses or attorney's fees shall be due 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 payment of any such taxes, assessments, liens or expense by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

secured hereby due and collectible. And it is agreed that in care default shall be made in the payment of any installment of said note or of the interest thereon when due, or in the payments of any insurance premiums, tares or special assessments, or if there shall be a failure to comply with any condition of this mortgace, then the said note and the whole indebtedness secured by this mortgace, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees, herein specified, stall, 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 collectible at once by foreclosure or otherwise.

As additional and collateral security for the payment of said note, 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 tenninate and became wold upon release of this mortgage.

Provided, however, that said marty of the second part, its successors or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor, except as to sume actually collected by it or them, and that the lesses in any such leases, shall account for such rights or benefits to the parties of the first part or their 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, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage. IN WITNESS WEREDOT, the said parties of the first part hereunto set their hands and seal the day and year first above written. the value

PAUL J. O'NEIL EDITH O'NEIL

In presence of

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W. H. MOHFRMAN

STATE OF KANSAS SS. FRANKLIN COUNTY)

BE IT RELEMERRED, That on this 2nd day of January A. D. 1931 before me, the undersigned, Rotary Public, in and for said county and state, came Paul J. O'Neil and Edith O'Neil, his wife, Sel and are personally known to me to be the same persons who executed the foregoing mortgage deed