

DEFAULT FOR
NON-PAYMENT
OF INTEREST
ETC.

AND the said party of the first part do further covenant and agree that, in case of default in the payment of any instalment of interest or in the performance of any of the covenants or agreements herein contained, then or at any time thereafter during the continuance of such default the said party of the second part, its successors or assigns, may at its or their option, without notice, declare the entire debt hereby secured immediately due and payable and thereupon, or in case of default in payment of said promissory note at maturity, said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises and may proceed to foreclose this mortgage and, in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

SURRENDER
OF POSSESSION

AND it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise as they may elect. Said possession shall in no manner prevent or retard the party of the second part in the collection of said sums by foreclosure or otherwise.

RENEWAL

It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt to evidence said principal or the interest upon the same during the said time of extension.

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, rights 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 party of the first part have hereunto set their hands the day and year first above written.

Otto E. Luckan
Bertha M. Luckan

CERTIFICATE
OF ACKNOWLEDGMENT

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 13th day of February A. D. 1931 before me, the undersigned a Notary Public in and for the County and State aforesaid, came Otto E. Luckan and Bertha M. Luckan, his 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.

Legal Seal

My commission expires April 20, 1933

A. F. McClanahan Notary Public

Recorded Feb. 17, A. D. 1931 at 10:00 A. M.

W. E. Armstrong Register of Deeds

MORTGAGE

Reg. No. 125
Fee Paid \$4.00

This Release
Was Written
on the Original
of the Instrument
on February 19, 1931
at Topeka, Kansas
by H. C. Callahan, Notary Public
for the State of Kansas

I, the following, do hereby certify that the foregoing instrument was duly acknowledged by the parties thereto on the day of February, 1931, at Topeka, Kansas, before me, H. C. Callahan, Notary Public for the State of Kansas.

THIS INDENTURE, Made this 1st day of February A. D. Nineteen Hundred and Thirty-one by and between J. H. Moore, a single man, in the county of Douglas and State of Kansas, party of the first part, and THE FARM MORTGAGE INVESTMENT COMPANY (incorporated under the laws of Kansas) located at Topeka, Kansas, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Eighteen Hundred and No/100 Dollars to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, does hereby Mortgage and warrant to the said party of the second part and to its legal representatives and assigns forever, all of the following described tract piece or parcel of land lying and situated in the county of Douglas and State of Kansas to-wit:

Beginning 60 rods, 4 feet and 7 inches North of the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-four (34) Township Eleven (11) South, Range Eighteen (18) East of the Sixth Principal Meridian; thence West 208 feet, 7 inches; thence West 15 degrees South 208 feet, 7 inches; thence South 115 $\frac{1}{2}$ feet; thence West to the middle of Coon Creek; thence in a Northwesterly direction, following the meanderings of said Coon Creek to the South line of a parcel of land owned by Mrs. A. L. Reader; thence East to a point 47 rods East of the West line of said quarter section; thence North 22 rods; thence East 111 rods; thence South 22 rods; thence East 1 rod; thence South 10 rods; thence East 1 rod; thence South 38 rods, 11 feet, and 11 inches to the place of beginning, containing 49 acres more or less, less the following described tract; Beginning 131 rods North and 2 rods West of the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 34 thence South 12 rods; thence West 9 rods; thence North 12 rods; thence East 9 rods to the place of beginning, containing 108 square rods, said excepted tract being 2/3 of an acre, more or less.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in any wise 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;

PROVIDED HOWEVER, That if the said party of the first part shall pay, or cause to be paid to the said party of the second part, its successors or assigns, the principal sum of Eighteen Hundred and No/100 Dollars, in the following manner:

Fifty and no/100 Dollars on February 1, 1932

Fifty and no/100 Dollars on February 1, 1933

Fifty and no/100 Dollars on February 1, 1934

Fifty and no/100 Dollars on February 1, 1935

And Sixteen Hundred and no/100 Dollars on February 1, 1936

with interest thereon at the rate of six per cent per annum, payable on the first day of February and