

SAMUEL DODD WORTH STATIONERY CO. KANSAS CITY, MO. 64104

MORTGAGE

Map No. 1273
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THIS INDENTURE, Made this 19th day of March A. D. 1931 by and between Ethan A. Sims and Mabelle L. Sims, his wife, and Robert E. Sims, a single man, of the County of Douglas and State of Kansas, party of the first part, and The Pioneer Mortgage Company, a corporation organized under the laws of Kansas, of the County of Douglas, State of Kansas, party of the second part:

WITNESSETH, That the said water of the first part, in consideration of the sum of Sixteen Thousand and no/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant Bargain Sell and Convey unto the said party of the second part, its successors and assigns, The West Half of Section Thirteen (13) Township Twelve (12) Range Eighteen (18) excepting therefrom a parcel containing One and three-fourths (1 3/4) acres, more or less, heretofore conveyed for school purposes, bounded and described as follows: Beginning at a point Twenty (20) feet North of the South-east corner of said Half Section and running thence West Twenty-eight (28) rods; thence North Ten (10) rods, thence East Twenty-eight (28) rods, thence South to place of beginning. Also the Northwest Quarter of said Half of Section Fourteen (14) Township Twelve (12) Range Eighteen (18) subject to right-of-way for pipe-line across said premises heretofore granted to Sinclair Pipeline Company; containing in the aggregate Seven Hundred Ninety eight (798) acres more or less; all East of the Sixth Principal Meridian.

TO HAVE AND TO HOLD the same with all singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does hereby grant, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to wit:

FIRST. That the party of the first part is justly indebted to the party of the second part in the sum of Sixteen Thousand and no/100 Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the said sum and payable to the order of the said party of the second part with interest thereon at the rate of six per cent per annum, payable on the first day of March in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of The Pioneer Mortgage Company, in Topeka, Kansas, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the party of the first part agrees to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$7,000.00 in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said party of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the party of the first part; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise as it may elect.

FIFTH. That the party of the first part hereby agrees to pay all taxes and assessments, general or special which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes, or assessments to become or remain delinquent, or any interest therein to be sold for taxes.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

SEVENTH. That if such payments be made as herein specified this conveyance shall be void, but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this mortgage, or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, or if at any time any law, either federal or state, should be passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds, or upon the principal or interest money secured by bonds or mortgages, or by virtue of which the owner, for the time being, of the land above described, shall be authorized to pay any such tax upon said bond or mortgage, or principal or interest thereby secured, or on the security, or either of them, and deduct the amount of such tax paid from any money or principal or interest secured by said bond and mortgage, then in any such case the said principal sum herein secured with all arrearages of interest thereon, shall at the option of the holder of this mortgage be and become immediately due and payable, anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful, and the said mortgagees do authorize the said mortgagee to at once foreclose this mortgage; and no failure on the part of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid, when due, the first party agrees to pay to said second part interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

EIGHTH. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assigns 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 - This 19th day of March 1931

Witness my hand and seal of office this 19th day of March 1931
Notary Public for Douglas County, Kansas

Witness my hand and seal of office this 19th day of March 1931
Notary Public for Douglas County, Kansas