

and effect.

AND the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs, expenses principal sum and interest above specified, in manner aforesaid, together with all costs, expenses and charges, other than attorney's fees, incurred and paid by the said party of the second part, its successors or assigns, in collecting the amount due hereunder, or in maintaining the priority of this mortgage; and the said party of the second part, or its assigns, shall, at its or their option be entitled to be subrogated to any lien, claim or demand, paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage.

AND the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches hereto; to abstain from the commission of waste on said premises; to keep the buildings thereon in good repair and insured to the amount of \$1,500.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

AND the said party of the first part do further covenant and agree that, in case of default in the payment of any installment 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 thereon, 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.

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.

It is hereby further agreed and understood that his mortgage secures the payment of the principal 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.

STATE OF KANSAS,  
COUNTY OF SCOTT, SS.

CERT- BE IT REMEMBERED, That on this 14th day of August A. D. 1931 before me, the undersigned, a Notary  
PUBLIC - Public in and for the County and State aforesaid, came M. P. Newman and Annie E. Newman, his wife  
and 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.

Notary Seal                          Ralph P. King      Notary Public

My commission expires April 16th 1933.

Recorded Sept. 5, A. D. 1931 at 3:05 P. M.

Eric E. Armstrong      Register of Deeds

## ASSIGNMENT

FOR VALUE RECEIVED, I hereby assign and set over to E. G. Drake & Company all my right, title and interest in and to a certain mortgage made by Jane Fitzpatrick, et al, Dated July 21, 1926 19-- and recorded in book 67 page 415 of the records of Douglas County, Kansas together with the notes secured thereby.

E. E. McCorkle

STATE OF MISSOURI,  
JACKSON COUNTY,                      SS.

I, a Notary Public in and for said county, do hereby certify that E. E. McCorkle personally known to me to be the identical person who executed the foregoing assignment appeared before me this day in person and acknowledged the same to be his free and voluntary act.

IN WITNESS WHEREOF, I hereto affix my hand and seal this 11th day of September 1926.

Legal Seal

Guy F. Nash      Notary Public

My commission expires January 28, 1930

Recorded Sept. 8, A. D. 1931 at 9:45 A. M.

Elmer C. Crumrine Register of Deeds