

premiums, liens, taxes, special assessments, 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 expenses 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.

And it is agreed that in case 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, taxes or special assessments, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees, herein specified, 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 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 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 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 WHEREOF, the said parties of the first part hereunto set their hands and seal the day and year first above written.

In presence of
W. H. Moherman

Martha E. Caldwell
Fred B. Caldwell

State of Kansas)
) SS.
Franklin County)

BE IT REMEMBERED, That on this 6th day of May A. D. 1932, before me, the undersigned, a Notary Public, in and for said county and state, came Martha E. Caldwell and Fred B. Caldwell, her husband, 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 the 7th. day of June, 1934

W. H. Moherman
Notary Public

Recorded May 12, A. D. 1932 at 3:30 A. M.

Edw. E. Carls Register of Deeds

MORTGAGE

THIS MORTGAGE, Made this 19th day of November, 1931, by Martha E. Caldwell and Fred B. Caldwell, her husband of the County of Franklin and State of Kansas, parties of the first part, to Glen L. Bennett, of Kansas City, State of Missouri, party of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of One Hundred and No/100 Dollars to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs, executors, administrators or assigns, the Real Estate situated in the County of Douglas and State of Kansas particularly described as follows, to-wit:

North Half of the Northwest Quarter of Section Five (5), Township Fifteen (15) South,
Range Twenty-one (21), East of the Sixth Principal Meridian

TO HAVE AND TO HOLD THE SAME FOREVER. Provided, however, that whereas the said parties of the first part have this day for value received, executed and delivered to the said Glen L. Bennett party of the second part one certain promissory note for the sum of One Hundred and No/100 Dollars, payable at his office in Kansas City, Missouri, in installments as follows: \$50.00 on the first day of December, 1932, and \$50.00 on the first day of each December thereafter until the whole sum is paid, with interest on each installment from maturity at the rate of ten per cent per annum until paid, and payable to the order of the party of the second part.

Now, therefore, if all of said sums of money shall be paid when they respectively become due, then this mortgage shall be cancelled of record at the cost of the said parties of the first part.

But if any one of said sums of money or the interest thereon be not paid when due, or if any of the covenants or agreements in any prior encumbrance be not performed according to the terms thereof, then all the sums of money hereby secured and then unpaid, shall, at the option of the holder, become due and payable, and bear interest at the rate of ten per cent per annum, as provided by said note, and judgment therefor, and for costs of suit, and for foreclosure of this mortgage and sale of said property shall be rendered.

If judgment be rendered for foreclosure of this mortgage, it shall be that the whole of the said real estate be sold together, and not in parcels.

This mortgage is subject and second only to a mortgage this day given to The Equitable Life Assurance Society of the United States to secure a loan of Two Thousand and No/100 Dollars.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands at Wellsville, Kansas

For release, see 51-56

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