

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 party 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 party 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 party of the first part or his 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 party of the first part hereunto set his hand and seal the day and year first above written.

In presence of

C. F. Richards

Lorenz Speicher

STATE OF KANSAS,)
Douglas County,) ss.

BE IT REMEMBERED, That on this 8th day of October A. D. 1935, before me, the undersigned, a Notary Public, in and for said county and State, came Lorenz Speicher, a widower, who is personally known to me to be the same person who executed the foregoing mortgage deed and duly acknowledged the execution of the same as his 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.

C. F. Richards

Notary Public.

(SEAL) My commission expires on the 4th day of April, 1938.

Recorded October 15, 1935 at 11:20 A.M.

Register of Deeds.

Receiving No. 1317

SECOND MORTGAGE

THIS INDENTURE, Made this 14th day of October 1935 between Margrett Kraus unmarried of Douglas County, in the State of Kansas of the first part, and John M. Chaplin of Cook County, in the State of Illinois, of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Twelve Hundred and Fifty DOLLARS, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described Real Estate, situated in the County of D O U G L A S and State of Kansas, to-wit:

Lots Number One (1) to Twenty (20) inclusive, in Block Seventy-Four (74), City of Eudora, (20) Ninety-Five (95).

Lots Number One (1) to Nine (9) inclusive, and Lots number Seventeen (17) Eighteen (18), and Nineteen (19), in Block One Hundred and Eleven (111).

All the above in the city of Eudora, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Margrett Kraus has this day executed and delivered one certain promissory note to said party of the second part, for the sum of Twelve Hundred Fifty DOLLARS, bearing even date herewith, payable at Eudora, Kansas, in equal installments, of Twelve Hundred and Fifty DOLLARS on the 14th day of October 1935,

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$1250.00 with interest thereon at the rate of six per cent, payable semi annually, now if default shall be made in the payment of the amount secured by said mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now, if said Margrett Kraus shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part

Re. No. 321
Fee Paid \$3.00

For partial Release see Book 106, Page 141

see Release see Book 106, Page 141