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persons whomsoever.

PROVIDED, ALWAYS, And these presents are upon the following agreements, covenants and conditions, towit:

FIRST, That the parties of the first part are justly indebted to the party of the second part in the sum of FOURTEEN HUNDRED DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said rarty of the second part, with interest there-on at the rate of O_0^2 per cent per annum, payable on the lat days of June and December in each year, acc-ording to the terms of interest notes thereunto attached; both principal and interest and allother indebtedness accruing hereunder being payable in lawful money of the U_nited States of America, at NATIONAL BANK OF COMMERCE, New York, N. Yi, or at such other place as the legal holder of the principal note ray in writing designate, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date bereef; to permit no wate of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of T w ent y T h r e e H und r e d DOLLARS, in insurance companies acceptable to the part 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 toit, with satisfactory mortgage clauses, all the policies of insurance on asid buildings and to pay all insurance premisms when due. In case of loss it is agreed that the farty of the second part may collect the insurance monges or may deliver the policies to the sati partie. So the first mart for collection. At the election of the said party of the second part, the insurance Econoys shall be applies either on the indebtedness secured hereby or in rebuilding

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 Interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed, provided such interest or other charges are not paid promptly when due by parties of the first mart, and provided such interest or other charges are not plug promptly when due ou parties of the first part, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the coverant to insure; and any suns so paid shall become a lien upon the above-des-oribed real estate, and be secured by this Zortgage, and may be recovered, with interest at ten per cent in any suit for the foreolosure of this Mortgage. In case of foreolosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels. udgment

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.

FIFTM. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed in the State of Kansas upon the said premises or upon the interset of the party of the second part therein, and if at any time any law, either state or federal, should be passed making any charge in the tax laws now existing by which any additional or increased tax is sought to be imposed directly or indirectly upon the holder of this mortgage, the debt hereby secured shall, at to be imposed directly or indirectly on the note of this moregae, include the decidence with the tailing anything contained in this mortgage or any law hereafter enacted. The parties of the first part further agree not to permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof or any interest therein to be sold for taxes.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the parties 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. ^As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgages, its successors and assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or minoral 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, and assings, shall be chargenable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, add that the largene is norm such larges shall be charged for such rights on benefits to the next of the and that the leasess 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 hereof to account for and to pay over the same to such legal holder.

EITHTH. That if such payments be made as are her in specified, this conveyance shall be void; but if any note herein described, whether for principal or interest, or any part of the indebtedness sucured by this Morterge BF HEN Entersetting.onf/th detMit off. Werken and associates real thereing and the second by this more real and a shall immediately become due and payable at the ortion of the party of the second part; and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a maiver of right to exercise such option at any other time as to any post, present or future default hereunder; and in case of default of payment of any sum herein overanted to be paid when due, the said first parties agree to pay to the said second party, 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.

IN WITHESS WHEREOF, The said parties of the first part have horeunto subscribed their names and affixed their seals on the day and year above mentioned.

Alice McMarie Morgan Russell H. Morgan James McNarie

State of Kansas, Franklin County, ss.

BE IT REMEMBERED, That on this 20th day of November, A. D. 1935, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ALICE MONARIE MORGAN and RUSSELL H. MORGAN, her husband, 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.

(SEAL) (Commission expires March 6, 1939)

Florence Loux Notary Public.

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4. JOHN CALLAHAN, C 4. Maraby certify that a J 4. Waraby certify that a J 4. Waraby the same is duly 1 Witness my hand tai

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