

MORTGAGE RECORD No. 79

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 part, 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 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 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 interest of the party of the second part therein, and if at any time any law, either state or federal, should be passed making any change 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 the option of the party of the second part, become immediately due and collectible, notwithstanding 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 mortgage, its successors and 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 and 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 hereof to account for and to pay over the same to such legal holder.

EIGHTH. That if such payments be made as are 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, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option 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 waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted 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 WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Oscar G. Markley
Mary R. Markley

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 30 day of January, A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came OSCAR G. MARKLEY and MARY R. MARKLEY, his wife, 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.

C. B. Hoeford
Notary Public.

(SEAL) (Commission expires June 25, 1939)

Recorded February 5, 1936 at 9:35 A.M.

Harold A. Beck

Register of DEEDS

Receiving No. 1911

MORTGAGE

THIS MORTGAGE, Made this 3rd day of December, 1935, by OSCAR G. MARKLEY and MARY R. MARKLEY, his wife, of the County of Douglas and State of Kansas, parties of the first part, to THE DAVIS-WEILCOME MORTGAGE COMPANY, a corporation, existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of ONE HUNDRED EIGHTY TWO DOLLARS, to then in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to wit:

West One Hundred Ten (110) Acres of the Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3), Township Fourteen (14) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing One Hundred Ten (110) Acres, more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance. This mortgage is subject and second to a mortgage executed by the parties of the first part to THE DAVIS-WEILCOME MORTGAGE COMPANY, dated December 3, 1935, to secure the payment of \$2800, covering the above-described real estate.