## MORTGAGE RECORD 83

The North Half of the Southeast Quarter and the South Half of the Southeast Quarter of Section The most in all of the Southeest Quarter and the South All of the Southeest Quarter of Section Elsevan (11); the North Half of the Northeest Quarter of Section Fourteen (14); and the Northwest Quarter of the North Half of the Southwest Quarter of Section Elsevan (11); the South Half of the Southwest Quarter of Section Elsevan (11); the South Falf of the Northeest Quarter and the North Half of the Southwest Quarter of Section Fourteen (14); the North Headt Quarter and the North Half of the Southeest Quarter of Section Fourteen (14); the North Headt Quarter and the North Half of the Southeest Quarter of Section Fourteen (14); the North Headt Carter and the South Half of the Southeest Quarter of Section Fourteen (14); and five (5) cart acres of the East fractional half of the Scuthwest Querter of Section Fourieen (14), and five (5) acres more or less, described as commending at the Northeast corner of the West Fractional half of the Southw Quarter of Section Fourteen (14) and running thence West on the Half section line to the center of ravine, near the Northwest corner of said West fractional half of said Southwest Quarter, then in a Southeasterly direction down the center of said ravine to the center of Welaruss Greek, thence in a Northeasterly direction down the center of said Creek to the East line of said West fractional half of said Quarter Section, Thence North to place of beginning, all in Texnship thirteen (13) Range twenty (20), East of the Sixth Frincipal Meridian, and containing seven hundred thirteen (713) acres, more or less or less.

0

Ŋ

1

O

TO HAVE AND TO HOLD the same, with all and singular the bareditarents and appurtamances there-TO HAVE AND TO FOLD the SECS, with fill and singular the correction and appartenances there-unto boloning or in anywise apparte init; and all rights of horseted exemption, unto the said party of the second part, and to its successors and assigns, increar. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are the lawfill owners of the premises above greated, and soized of a good and indefectible estate of inheritance therein, free and lear of all incuminances, and that they will warrant and defend the same in the quiet and poseeable possession of said party of the second part, its successers and assigns, forever, against the lawful claims of all persons whomsoever. Frowided, Always, and these presents are upon the following apreements, covenants and condit-

ions. to-wit:

FIRST. That the perties of the first part are justly indebted to the perty of the second pert FIRST. That the perties of the first part are justly indebted to the perty of the second pert in the sum of TAENTY SIX THOUGHID DOLLASS, according to the terms of one certain mortgage note of oven into herowith, exceended by said parties of the firstpart; in consideration of the estual lean of the said awa, and payable as follows:

A	August	1.	1943	3500.00	
A	August	1,	1944	\$500.00	
A	lugust	1,	1945	\$500.00	
A	August	1,	1946	\$500.00	
A	lugust	1,	1947	\$21,500.00	
A	August	1,	1	946	1945 \$500.00 1946 \$500.00 1947 \$21,500.00

to the order of the said party of the second part with interest thereen according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of Arerice, which shall be local bonder in payment of all debts and dues public and prints, at the time of payment, at GUARAIT THUST CONFANY, New York, I.Y., or at such other place as the legal holder of the principal note ray in writing designate, and said note bearing ten par continuences after anturity. SECOND, that the parties of the first part sgree to keep all fences, uildings and improve-ments on the said premises in as good regain as they are at the date hereof; to germit no waste of any kind; to keep all the buildings which are new or my hereafter be upon the premises uncestingly insured to the amount of \$9,000,00 Fire and \$9,000,00 Fire and \$0,000 Formade; in Insurance companies acceptable

insured to the smouth of \$9,000.00 Fire and 39,000.00 Formade; in insurance companies acceptable to the party of the second pert with policies pupphle to it in case of loss to the around then secured by this mortgage; to assign and deliver to it with actisfactory mort ages clauses, all the policies of insurance on asid buildings and to pay all insurance produms when due. In case of loss it is agree that the party of the second party may collect the insurance ranges or may deliver the pelsions to the said parties of the first part for collection. At the election of the raid party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re

One part, the instrume scope sum to represent the representation of the part of the second part may rake any payments necessary to remove or extinguish any prior or cutstending title. Hen or incumbrance on the previses hereby conveyed and may pay any unprid taxes or assessments charged against said property, and ray insure said property if default be made in the coverant to insure and any cuts so paid shall became a lien upon the above described when the two mode with interest at two percent. real estate, and be secured by this Mortgage, and may be recovered, with interest at ton percent, in any suit for the forcelosure 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

Fondered while provide that the whole of and feel estate shall be sold objective has not in parters. FORTH, That in case of default of any of the coverants or agreements herein contained, the rants 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 indebtedness secured hereby, and the said party of the second part is antifield to the payment of all indebtedness secured hereby, and the said party of the general or speciel, excepting only the Federal income Tax, which may be assessed in the State of Earsas upon the sold land, premises or property, or upon the interest of the party of the second part is satified to the payment of the interest for the sate set in the State of Earsas upon the sold land, premises or property, or upon the interest of the party of the secondpart therein, and while this lortgage is held by a nonresident of the State of Kansas upon this lortgage or the det secured thereby, or the interest thereon or income thereform, without regard to any law heretofore stagted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the parts as alreased in or the detision that the undertaking by the parties of the first part as herein provided, to pay any taxes or assess-ments is legally inoperative, then, in any such event, the det incred secured without deduction, shall, at the option of the part of the second part, become increditely due and collectible, not-withstanding anything contained in this Nortgage or may have reacted. The parts of the taxes of the sold the the suffer or permit all or any part of the taxes or assess-ments is legally inoperative, then, in any such event, the det party secure without deduction, shall, at the option of the part of the second part, become increditely due and collectible, not-withstanding anything contained in this Nortgage or any law horeaftere ton the taxes or assessent Should, be the option of the part of the second part, become interise and use and collections, not-with standing anything; contained in this Nortages or any law horeafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the tares or assessments to be-come or remein delinquent, nor to permit the and property or any part thereof, or any interest thereo in, to be sold for taxes, and further agree to furnish annually to the party of the second part, on before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

Sixth. That the parties hereto further agree that all the covenants and agreements of the parties of the first mart herein contained shall extend to and bind their heirs, executors, schini-strators, successors and assigns, and shall inure to the henefit 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 because as a dustional on collectral scours y for the payment of the said note the mortgagers horoby assign to said nortgages, its succors and assigns, all the rights, rents, repatite and bene-fits accruing to the parties of the first part under all oil, gas or minorel leases on said premises, this assignment to terminute and become vold upon release of this mortgage. Frovided, however, that said party of the second part, it successors and assigns, shall be chargeable with no responsibility with reference to such rights, rents, royalties and benefits ner be accountable therefor except as to sure corrulate and be the said that the thet the large first part of the second but the said that the said the the thet the large first part of the second but the said that the said the the thet the large first part of the said the said the same the said the said that the said the the said the said the same the same the said the same the sums notically collected by it or them, end that the lessess in new such lesses shell account for such rights, rents, royalties or benefits to the perty of the first party or his asigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should operation

191

20

nt:

22

letist

mart

decreta

Corporate deal aly gotianory,

illes 12

1047/00

alan

Glann &

Some.

deend lice

ritten

19

1/2 Run mailgage

col 5

and the metropolitan

demu

anceled