

## MORTGAGE RECORD 83

AND the said party of the first part does further covenant and agree that, in case of default in the payment of any instalment of interest or in the performance of any of the covenants or agreements herein contained, or in case of default in payment of said promissory note or any instalment thereof at maturity, then or at any time thereafter during the continuance of such default the said party of the second part, its successors or assigns, may at its or their option, without notice, declare the entire debt hereby secured immediately due and payable and thereupon, said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises and may proceed to foreclose this mortgage and, in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

AND it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise as they may elect. Said possession shall in no manner prevent or retard the party of the second part in the collection of said sums by foreclosure or otherwise.

It is hereby further agreed and understood that this mortgage secures the payment of the principal note herein described, together with the interest thereon, and all renewal principal notes that may hereafter be given to evidence said principal, in the event of any extension of time for the payment of said principal debt, together with the interest upon the same during the said time of extension.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assigns to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to him under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

If more than one joins in the execution hereof as party of the first part or if the party of the first part be of the feminine sex or a corporation, the pronouns and relative words used herein shall be read as if written in plural, feminine, or neuter, respectively.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand the day and year first above written.

STATE OF KANSAS )  
COUNTY OF DOUGLAS ) SS.

James H. Jones  
Nellie M. Jones

BE IT REMEMBERED, That on this 20th day of October, 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JAMES H. JONES and NELLIE M. JONES, 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.

Arthur S. Peck  
Notary Public

(SEAL) My commission expires 10/3/40

Recorded November 22, 1937 at 10:30 A.M.

Harold A. Birk Register of Deeds.

Receiving No. 5229.

Reg. No. 1295  
Fee Paid \$0.75

## M O R T G A G E

THIS INDENTURE, Made this 2nd, day of November A.D. 1937 between E.C. Wilson, a widower and a single man, of Douglas County, in the State of Kansas, of the first part and The Richland State Bank, of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Three Hundred and No/100 DOLLARS, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas to wit:

The west half ( $\frac{1}{2}$ ) of the North-east Quarter ( $\frac{1}{4}$ ) of Section One (1) Township Fourteen (14) Range Seventeen (17).

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 E.C. Will has this day executed and delivered one certain promissory note in writing to said parties of the second part, of which the following is a copy:

\$300.00

Richland, Kansas November 2nd, 1937.

On or before November 2nd, 1942, after date, I, we, or either of us, promise to pay The Richland State Bank, or order Three hundred and no/100 DOLLARS, at THE RICHLAND STATE BANK, Richland, Kansas, for value received, with interest at six per cent per annum from Nov, 2nd, 1937 until paid. Interest payable annually privilege of paying \$100.00 or any multiple thereof at any time.

Postoffice  
No.

E.C. Nilson

NOW, If said party of the first part shall pay or cause to be paid to said parties of the second part, their 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 thereof, or any interest thereon, is not paid, when due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon shall, by these presents, become due and payable, and the parties of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand, the day and year first above written.

E.C. Wilson

[illegible]