

MORTGAGE RECORD 83

part is entitled to the possession of said property, by a receiver or otherwise, as it may elect.

FIFTH. That the party of the first part hereby agrees to pay all taxes and assessments, general or special, which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, or any interest therein to be sold for taxes.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the party 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. That if such payments be made as 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, or if at any time any law, either federal or state, should be passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds, or upon the principal or interest money secured by bonds or mortgages, or by virtue of which the owner, for the time being, of the land above described, shall be authorized to pay any such tax upon said bond or mortgage, or principal or interest thereby secured, or on the security, or either of them, and deduct the amount of such tax paid from any money or principal or interest secured by said bond and mortgage, then in any such case the said principal sum and all other sums herein secured, with all arrearages of interest thereon, shall at the option of the holder of this mortgage be and become immediately due and payable without notice, anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful, and the said mortgagor do authorize the said mortgagee to at once foreclose this mortgage; and no failure on the part of the second party 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 past, present, or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid when due, the first party agrees to pay to 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.

EIGHTH. 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 them 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.

IN WITNESS WHEREOF, The said party of the first part has hereunto subscribed her name, on the day and year first above mentioned.

Anna L. Crin

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 3rd day of July A.D. 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Anna L. Crin to me personally known to be the same person 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) (Commission expires 10/3, 1940)

Recorded July 28, 1939 at 10:45 A. M.

Ward A. Deak Register of Deeds.

Receiving No. 6246

Reg. No. 1967 <
Fee Paid \$8.75

MORTGAGE

THIS INDENTURE, made on this 24th day of July, 1939, by and between W. A. REA and HELEN REA, his wife, of the County of Jackson and State of Missouri, (jointly and severally, if more than one), Party of the First Part, and THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, with principal office in the City of Hartford, County of Hartford and State of Connecticut, Party of the Second Part (hereinafter called the "Company");

WITNESSETH:

That the said Party of the First Part, in consideration of money in the principal sum of THIRTY FIVE HUNDRED AND NO/100 - - - Dollars (\$3,500.00) loaned by the said Company to the Party of the First Part, the receipt whereof is hereby acknowledged, and to better secure the repayment of said principal sum together with the interest to become due thereon according to the terms of a certain promissory note hereinafter described, AND ALSO to insure the faithful performance of the covenants and agreements herein contained, does by THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY, CONFIRM AND MORTGAGE unto the said Company, its successors and assigns, forever, all and singular the real estate and premises lying and being in the County of Douglas and State of Kansas, as follows, to-wit:

The West Half of the Northeast Quarter of Section Seventeen (17) and all that part of the west Ninety (90) acres of the Southeast Quarter of Section Seventeen (17) lying north and west of Wakarusa Creek and all of the East Half of the Southwest Quarter of Section Seventeen (17), except that part thereof lying south and east of Wakarusa Creek, subject to right-of-way of the A.T. & S.F. Railway Company; also conveying all that part of the North Half of the Northeast Quarter of Section Twenty (20) lying north and west of Wakarusa Creek, all in Township Thirteen (13), Range Twenty (20) East, excepting therefrom a tract described as beginning at a point in the north line of the Southeast Quarter of Section Seventeen (17), 1155 feet west of the northeast corner of said quarter section, thence south parallel to the east line of said quarter section 1070 feet to the center of Wakarusa River, thence in a southwesterly, westerly and northwesterly direction following the center of said river to the intersection with the north and south line parallel with and 814.3 feet west of the line running south from the point of beginning, thence north from the center of said river 1730 feet to a point in the north line of the Southeast Quarter of said Section Seventeen (17), thence Easterly along the north line of said quarter section 814.3 feet to the point of beginning, all East of the Sixth Principal Meridian,

containing in all 174 acres more or less, according to the Government survey thereof;

TOGETHER WITH all and singular the tenements, hereditaments, buildings, improvements, privileges and appurtenances thereto belonging or in any wise appertaining, and all homestead and contingent rights and estates whatsoever therein, and also all the rents, issues and profits thereof, including all the

For reference next page