

## MORTGAGE

THIS INDENTURE, Made this 14th day of August in the year of our Lord one thousand nine hundred Forty-five, between Daniel C. O'Connell and Elsie M. O'Connell, Husband and wife in the County of Douglas and State of Kansas, of the first part, and J. B. Makins of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

South half of the Southwest quarter and the Northeast quarter of the Southwest quarter of Section Nine (9), Township Thirteen (13), Range Twenty (20), East of the 6th Principal Meridian, containing 120 acres, more or less.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Daniel C. O'Connell and Elsie M. O'Connell do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand DOLLARS, according to the terms of one certain promissory note this day executed by the said Daniel C. O'Connell and Elsie M. O'Connell to the said party of the second part; said note being given for the sum of Two Thousand DOLLARS, dated August 14, 1945, due and payable in ten years from September 1, 1945 with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part, hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of One Thousand DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said Daniel C. O'Connell & Elsie M. O'Connell heirs or assigns.

And as additional and collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the undersigned hereby transfers, sets over and conveys to the mortgagee, all rents, royalties, bonuses, delay moneys or other income that may from time to time become due and payable under any oil, gas, mineral or other lease/s of any kind now existing or that may hereafter be executed or come into existence, covering the land described herein, or any portion thereof, with authority to collect the same, and the undersigned hereby agrees to execute, acknowledge and deliver to the mortgagee, its successors or assigns, such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals or other income, which rights are to be exercised by said mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and the note/s thereby secured; this assignment to terminate and become void upon the payment and release of this said mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall thereupon become due and payable.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed and delivered in the presence of  
J. I. Slavitt

Daniel C. O'Connell  
Elsie M. O'Connell

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 27th day of August, A.D. 1945, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Daniel C. O'Connell, husband of Elsie M. O'Connell, to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

W. A. Schaal  
Notary Public

(SEAL) My commission expires April 25, 1947.

State of California, County of Los Angeles, ss.

Be it Remembered, That on this 22nd day of August, A.D. 1945, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Elsie M. O'Connell, wife of Daniel C. O'Connell who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

J. I. Slavitt  
Notary Public

(SEAL) My commission expires 11/19, 1948

Recorded August 29, 1945 at 9:20 A.M.

Harold A. Beck Register of Deeds

## SATISFACTION

\$2000.00

November 1, 1950

RECEIVED OF Daniel C. O'Connell and Elsie M O'Connell the within-named mortgagors, the sum of Two Thousand Dollars, in full satisfaction of the within Mortgage.

Witness: Rosemary Conklin

J. B. Makins

This release was written on the original mortgage entered this 2nd day of November 1950

Harold A. Beck  
Reg. of Deeds