

THIS INDENTURE Made this 21st day of June in the year of our Lord nineteen hundred and forty-six by and between DENNIE F. SMITH, and MARY J. SMITH, his wife, of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST COMPANY, party of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of TWO THOUSAND EIGHT HUNDRED AND NO/100 ---DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The South 55 acres of the East $\frac{1}{2}$ of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Eleven (11), Range Eighteen (18), also beginning at a point 51 rods South of the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-four (34), Township Eleven (11), Range Eighteen (18), thence South 49 rods, thence East 19 rods 7 feet, 8 inches thence North 64 degrees East 47 rods to the center of Coon Creek, thence down the center of Coon Creek to a point directly East of the place of beginning, thence West to the place of beginning, all East of the Sixth Principal Meridian.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to-wit: FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of TWO THOUSAND EIGHT HUNDRED AND NO/100 - -DOLLARS according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in considerations of the actual loan of the said sum and payable as follows:

July 1, 1947 \$150.00

and \$150.00 due on the first day of July in each succeeding year thereafter to and including July 1, 1964 and

July 1, 1965 \$100.00

to the order of the said party of the second part with interest thereon at the rate of four per cent per annum payable semi-annually, on the first days of January and July in each year, 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 America, at GUARANTY TRUST COMPANY, New York, N. Y., or at such other place as the legal holder of the principal note may in writing designate, and said note bearing four per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Sixteen Hundred and NO/100 - -DOLLARS in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

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 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 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, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this Mortgage is held by a nonresident of the State of Kansas upon this Mortgage or the debt secured thereby, or the interest thereon or income therefrom; without regard to any law heretofore enacted 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 passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, in any such event, the debt hereby secured without deduction, 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 suffer or 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, and further agree to furnish annually to the party of the second part, on or 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 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 mortgagee, its successors and assigns, all the rights, rents, royalties 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 not responsibility with reference to such rights, rents, royalties and benefits nor be accountable therefore except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights, rents royalties 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. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage without notice.

EIGHTH. That if such payments be made as are herein specified this conveyance shall be void; but if the note herein described, 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 part, interest at the rate of ten per cent per annum computed annually on said principal note from the date default to the time when said principal and interest shall be fully paid.

For assignment see Book 119 - Page 319