

chargeable with no responsibility with reference to such rights, rents, royalties and benefits nor be accountable therefor 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 or residential 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 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.

NINTH. The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

Said Mortgagor Corporation has hereunto caused this instrument to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed the day and year first above written.

THE MOUNT OREAD HOUSE CORPORATION (Seal.)



Attest: Dean Kimmel
Secretary

By C. K. Mathews (Seal.)
President

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 13th day of November A. D. 1954,

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. K. Mathews,

President, and Dean Kimmel, Secretary of The Mount Oread House Corporation,

a corporation, who are personally known to me to be such officers and as such officers

to me personally known to be the same person as who executed the foregoing instrument, and duly acknowledged the execution of the same as the voluntary act and deed of such Corporation.

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

Margaret E. Hawwood
Notary Public.

(Commission expires January 26 1955.)

Recorded November 16, 1954 at 10:12 A.M.

Harold A. Beck Register of Deeds
My Marion Wilson, Deputy

RELEASE

THE AMOUNT SECURED by this Mortgage has been paid in full, and same is hereby released and discharged as of March 1955.

THE CENTRAL MORTGAGE COMPANY

By J. E. Merriam
J. E. Merriam, Pres.

Harold A. Beck