

And it is agreed that in case default shall be made in the payment of the principal of said note or any installment thereof or of any interest thereon when due, or in the payments of any insurance premiums, taxes or special assessments, or if there shall be a failure to comply with any condition of this mortgage, or if the mortgagor shall file a petition seeking an arrangement or composition or extension or any other relief under or pursuant to the Federal Bankruptcy Act or any other similar statute as now or hereafter in effect, or if the mortgagor shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered and such decree shall have continued undischarged and unstayed for 90 days after the entry thereof, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees, herein specified, shall, at the option of the mortgagee, its successors or assigns, become due and payable at once without notice to the mortgagor, and be collectible at once by foreclosure or otherwise, and appraisement is hereby expressly waived.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors or assigns, all the rights and benefits accruing to the mortgagor 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 mortgagee, its successors or assigns, shall be chargeable with no responsibility with reference to such rights 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 or benefits to the mortgagor or his assigns until notified by legal holder thereof 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 mortgagee, its successors or assigns.

In case of the renewal or extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time. The mortgagor further agrees not to create any lien on the said premises junior hereto unless the person or persons entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without the consent of such person or persons and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created as security for the payment of the indebtedness evidenced by said note or any obligation substituted therefor or issued to refund same.

It is further agreed, that all the covenants and agreements of the mortgagor herein contained shall extend to and bind all executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns. Wherever herein the masculine gender is used it shall be deemed to include either the masculine or feminine or both as the case may be.

IN WITNESS WHEREOF, the mortgagor has signed, sealed and delivered this mortgage the day and year first above written.

In the presence of

Ira J. Faust
Dorothy J. Faust

STATE OF KANSAS

COUNTY OF *Osage*

BE IT REMEMBERED, That on this *4th* day of *October*, A. D. 19 *56*, before me, the undersigned, a Notary Public, in and for said county and state, came

Ira J. Faust and Dorothy J. Faust, husband and wife,

who *are* personally known to me to be the same person *s* who executed the foregoing mortgage deed and duly acknowledged the execution of the same as *their* voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

My commission expires *Nov. 1, 1958*

John A. Cuthbert Notary Public

Recorded November 7, 1956 at 10:30 A.M.

Harold A. Beck Register of Deeds

The within mortgage is fully paid and discharged this 4th day of September, 1968 and the Register of Deeds of Douglas County, Kansas, is authorized to discharge the same of record.

(Corp. Seal)

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES
By W.B. Penn Second Vice President

This release
was written
on the original
mortgage
this *13* day
of *September*
19 *56*
Lemita Beam
Reg. of Deeds
By John A. Cuthbert
Deputy