

88160 BOOK 137

The **EQUITABLE** Life Assurance Society of the United States



THIS MORTGAGE, dated as of the 1st day of June, 1964, between
John E. Pickens and Mildred M. Pickens, husband and wife,

whose post office address is Lawrence, Kansas,
hereinafter called "Mortgagor," and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York
corporation, having its principal office and post office address at 1285 Avenue of the Americas, New York 19, New York, hereinafter
called "Mortgagee";

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of Twenty Thousand & 00/100 Dollars (\$20,000) with interest, all as set forth in his certain promissory
note ("Note") of even date herewith maturing October 1, 1984, 1984.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note
and the performance of the covenants therein and herein contained, and in consideration of the premises, the Mortgagor by these presents
does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property ("the
Mortgaged Property") hereinafter described, to-wit:

I. The following described real property located in the County of Douglas
State of Kansas, to-wit:

The Northwest Quarter of Section 5, Township 12 South,
Range 20 East, containing 160 acres, more or less.

II. The Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter
affecting the above-described real property or any part thereof.

TOGETHER WITH the rents, issues, and profits thereof, reserving, however, (unless otherwise provided herein or in a separate
instrument of assignment), unto the Mortgagor the right, prior to any default in the payment of the Note or in performance of any
agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable, and together also with all and
singular the tenements, hereditaments, and appurtenances thereunto belonging, including irrigation, drainage, and water rights of every
kind and description.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its
successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner
specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants and
conditions hereof, and perform all the conditions and covenants contained in this mortgage ("Mortgage"), then these presents and the
estate hereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST: The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due
the principal and interest and other sums of money provided for in the Note and in this Mortgage, or either; (b) to pay all taxes, assess-
ments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Mort-
gaged Property, the Mortgagee's interest therein, or upon the Mortgage or the Note; provided however, that, in the event of the pas-
sage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire
indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable; (c) to keep the Mortgaged Property and im-
provements thereon in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule
annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone,
rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee; (d) to maintain and deliver to the Mortgagee
policies of insurance against such hazards on the buildings now or hereafter located on the Mortgaged Property as the Mortgagee may
require, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; that in the event of
loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mort-
gagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said build-
ings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Mortgaged Property which might take precedence
over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee
to collect the Note or foreclose or protect the lien of the Mortgage; (g) that in the event he shall fail to comply with the provisions of
(a) through (f) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Mortgagee
pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Mortgaged Property, shall be secured by
this Mortgage, and shall be immediately due and repayable to the Mortgagee; (h) not to sell the premises or any portion thereof prior
to the time the indebtedness secured hereby shall have been reduced (other than by payments for partial releases from the lien hereof)