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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 no responsibility with reference to such rights, rents, royalties and benefits nor be accountable therefor except as to sums actually collected by it, 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 its 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.

NINTH: That if such payments be made as are herein specified and the covenants faithfully kept, 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 indebtedness 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 party agrees to pay to the said second party, interest at the rate of ten per cent (10%) per annum, computed annually from the date of default until paid.

TENTH: The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof, and no extension of the time of payment of the debt hereby secured given by the party of the second part to any successors in interest of the party of the first part shall operate to release in any manner, the original liability of the party of the first part.

ELEVENTH: It is further understood and agreed that if any of these provisions shall contravene, or be invalid under, the laws of the State of Kansas, or county or jurisdiction therein, such contravention or invalidity shall not invalidate this entire mortgage but it shall be construed as if not containing the particular provision or provisions so held to be invalid in said State, county or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

TWELFTH: In the event of foreclosure, appraisement is hereby waived. Notice of the exercise of any option granted herein to the party of the second part is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural,