

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, and 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 heretofurther 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 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 no responsibility with reference to such rights and benefits nor be accountable therefore except as to sums actually collected by it or them, and that the leasees in any such leases shall account for such rights 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, all notes secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

Eighth. That if such payments be made as are herein specified, this conveyance shall be void; but if any note herein described, whether for principal or interest, 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.

In witness whereof, the said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Jerry Lyons, (Seal)  
Ora Lyons, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, that on this 10th day of February A.D. 1920, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jerry Lyons and Ora Lyons, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Commission expires May 27th, 1921.

(L.S.)

Ord Clingman,  
Notary Public.

Recorded February 14, 1920.  
At 3:00 o'clock P.M.

Estelle Northrup  
Register of Deeds,  
Sumner, Iowa  
Deputy.

#### MORTGAGE.

This Indenture, Made this 5th day of February in the year of our Lord, nineteen hundred and twenty, by and between Jerry Lyons and Ora Lyons, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and The Merriam Mortgage Company, party of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, sell, convey and Warrant unto the said party of the second part, its successors and assigns, all of the following-described real estate, situated in County of Douglas and State of Kansas, to wit:

The Northwest Quarter of Section Twenty Five (25) and the Southwest quarter of Section Twenty Four (24); all in Township Twelve (12), Range Eighteen (18), East of the Sixth Principal Meridian.

To Have and to Hold the Same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance except a Mortgage of even date herewith for \$20,000, maturing March 1, 1927,

Recorded Feb 14 - 1920

Ora E. Williams

Register of Deeds

9 March

The Merriam Mortgage Company

By E. C. Woodward

Done

Done

This document is endorsed on the original instrument. The debt secured by this mortgage has been paid in full, and this document is hereby returned cancelled this 5th day of March A.D. 1927.