

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 therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such right 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 of any interest thereon, by 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.

State of Kansas, Douglas County, ss.

W. T. Brass, (Seal)

Mary H. Brass, (Seal)

Be it remembered, that on this 11th day of March A.D. 1921 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. F. Brass and Mary H. Brass, his wife 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 Jan. 8, 1922.

(L.S.)

J. W. Kreider,

Notary Public.

Recorded March 14, 1921,.  
At 10:05 o'clock A.M.

*Edwin Marchant*  
Register of Deeds,  
Dunn, Florida  
Deputy.

#### MORTGAGE.

This indenture, Made this 10th day of March in the year of our Lord 1921, between the Coates Manufacturing Company, a corporation, of the County of Douglas, in the State of Kansas, of the first part, and Climax Corporation, of Patavia, New York, a corporation under the laws of the State of New York, of the second part,

Witnesseth, that said party of the first part, in consideration of the sum of Fifty One Thousand, Eight Hundred and Seventy Dollars (\$51,870.00) to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

Begin on south line of north half of northeast quarter of Section 25, Township 12, Range 19 east 26 1/2 feet west of center line of Alabama Street; thence north 7° 11', west 81 7-10 feet; thence north 23° 29', west 63 5-10 feet; thence north 15° 48', east 57 8-10 feet; thence north 61° 25', east 73 5-10 feet; thence north 54° 19', east 77 8-10 feet; south 65° 17', east 226 5-10 feet; thence south 49° 34', east 87 2-10 feet; south 44° 54', east 170 1-10 feet to the south line of north half of the northeast quarter; thence west 498 3-10 feet to beginning. Also lots 32, 34, 36, 38, 40, 42, 44, 46 and 48 less right-of-way of the Atchison, Topeka & Santa Fe Railway Company, in Block 2, West Lawrence; all of Block 3, West Lawrence; Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, Block 4 West Lawrence; Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 38, Block 5, West Lawrence; Lot 49, Block 15, less R. R. Lots 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, and 60, Block 15, West Lawrence; being all of the site of the Lawrence Vitrified Brick and Tile Company plant; subject to a right-of-way which is reserved by grantor, its successors and assigns which right-of-way is described as follows, to wit: commencing at a point at the center line of Second or Dane Street, 64 feet west of the west line of Indiana Street; thence in a southeasterly direction to a point 8 feet south and 38 feet west of the northeast corner of lot 51 West Lawrence; thence in a southwesterly direction to a point 66 1/2 feet west and 20 feet north of the southeast corner of said Lot 51; thence in a northwesterly direction to a point 55 feet east of the northwest corner of said Lot 51; thence in a northwesterly direction to a point