

Fifth. To pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this mortgage is held by a non-resident of the State of Kansas upon this mortgage or the debt secured hereby; 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.

Sixth. That all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, ^{administrators} executors, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh; that in case of default of any of the covenants or agreements herein contained, or in the note or notes secured hereby, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect. As Additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second all the profits, revenues, royalties, rights and benefits accruing or to accrue to them under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage by mortgagee or assigns.

And the said parties of the first part, for said consideration do hereby expressly waive all benefit of the exemption laws of the state in which the property is located.

In testimony whereof the said parties of the first parties have hereunto subscribed their names on the day and year first above mentioned.

Jeremiah O. Niccum,
Gertie A. Niccum,

State of Kansas, Shawnee County, ss.

Be it remembered, that on this 8th day of December A.D. Nineteen Hundred and Twenty one, before me, the undersigned, a Notary Public in and for said County and state, came Jeremiah O. Niccum and Gertie A. Niccum, husband and wife, who are personally known to me to be the identical persons described, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes therein set forth.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

E. R. Ambrose,
Notary Public, Shawnee County,

My commission expire Nov. 8th, 1924.

(L.S.)

Kansas.

Recorded Dec. 14, 1921,

At 8:10 o'clock A.M.

E. J. Northrup
Register of Deeds,
Burns
Deputy.

MORTGAGE.

This mortgage made this 9th day of December 1921, by and between Leo R. Van Houten, and Mary J. Van Houten, his wife, of Kansas City, Missouri, parties of the first part, and A. B. Lafeyth, of Kansas City, Mo., party of the second part,

Witnesseth, that the parties of the first part for and in consideration of the sum of one dollar, and other valuable consideration to them paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece and parcel of land, situate and lying in the county of Douglas, and State of Kansas, to wit:

All of the south half of West half of Block 31 in that part of the City of Lawrence, known as West Lawrence, Douglas County, Kansas.

Subject to encumbrance now of record.

To have and to hold the same, with all and singular, the hereditaments and appurtenances thereto belonging, unto said party of the second part, and to his heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to wit:

Whereas, the said A.B. Lafeyth did on the 20th day of January 1920, execute and deliver to Ross H. Mann, and Clinton A. Mann, a lease in writing to a certain garage situate at 3421 and 3423 Prospect Avenue, Kansas City, Mo., for the agreed rental of \$350.00 per month, payable monthly in advance on the 25th day of