

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 therefor except as to sums actually collected by it or them, and that the lessees 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 in 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

C. Raymond Vaughn, (Seal)  
Lida M. Vaughn, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, that on this 16 day of February A.D. 1922 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. Raymond Vaughn and Lida M. Vaughn 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 Feb. 23rd, 1922.

(L.S.)

R. M. Morrison,  
Notary Public.

Recorded Feb. 17, 1922,  
At 10:00 o'clock A.M.

*Estlin Northrup*  
Register of Deeds,  
*Turner Buckner*  
Deputy.

#### ASSIGNMENT.

For value received, I hereby sell, transfer and assign to Louis Bergman of Chicago Illinois, all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Ralph W. Ward and Newel M. Ward to Louis and Ralph Bergman, which mortgage is recorded in Book No. 59 of Mortgages, Page 452 in the office of the Register of Deeds in Douglas County, Kansas.

In witness whereof, I have set my hand this 17th day of February 1922.

State of Kansas, )  
County of Douglas, ss.

Ralph Bergman,

Be it remembered, that on this 17th day of February 1922, before me, a Notary Public in and for said County and State, came Ralph Bergman to me personally known to be the same person 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.

My commission expires Jan'y 20, 1924.

(L.S.)

Geo. T. Wetzel,  
Notary Public.

Recorded Feb. 17, 1922,  
At 11:00 o'clock A.M.

*Estlin Northrup*  
Register of Deeds,  
*Turner Buckner*  
Deputy.