

and may be recovered, with interest at ten per cent., in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of default of any of the covenants or agreements herein contained, 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 receiver or otherwise, as it may elect.

Fifth. That the party of the first part hereby agrees 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 thereby; 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 party 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, with out 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 party of the first part further agrees 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 agrees 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 hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind her 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 mortgagor hereby assigns to said mortgagee, its successors and assigns, all the rights and benefits accruing to the party 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 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 legalholder 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 part, ^{present or future} 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 part, 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 party of the first part has hereunto subscribed her name and affixed her seal, on the day and year above mentioned.

Minnie A. Taylor, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, that on this 6 day of June A.D. 1922 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Minnie A. Taylor a widow his wife, 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.

Commission expires Feb. 23rd, 1926.

(L.S.)

R. M. Morrison,

Notary Public.

Recorded June 6, 1922,

At 9:50 o'clock A.M.

Estlin Rockcraft, Deft.
Register of Deeds,
Leland Beckner,
Deputy.

The following instrument is original instrument
the amount secured by the mortgage is \$500.00

This instrument is on file in the office of the Register of Deeds
for the County of Douglas, Kansas, on June 6, 1922, at 9:50 A.M.