

mortgage or the debt secured hereby; without regard to any law heretofore 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 any thing 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, executors, administrators, 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 part 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 part have hereunto subscribed their names on the day and year first above mentioned.

William H. Birtell
Maria M. Birtell

State of Kansas, Shawnee County, SS.

BE IT REMEMBERED, That on this 15th day of September A.D. Nineteen Hundred and Twenty-two, before me, the undersigned, a Notary Public, in and for said County and State, came William H. Birtell and Maria M. Birtell, Husband and Wife, who are personally known to me to be the identical persons described in, 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.

Francis L. McClelland
Notary Public.

Shawnee County, Kansas.

My Commission expires January 12, 1924.

(L.S.)

Recorded September 27th 1922.
At 10:30 o'clock A.M.

Estelle Northrup Duffer
Register of Deeds

E. Babbitt
Deputy.

ASSIGNMENT.

(The following is endorsed on the original instrument in Book 45 of Mortgages, page 194.)

FOR VALUE RECEIVED, I hereby assign and transfer the within mortgage, together with the note hereby secured, to Ralf T. Runge, of Baraboo, Sauk County, Wisconsin, without recourse.
F.M. Perkins

State of Kansas }
County of Douglas } SS

On this 27th day of September, 1922, before me, a Notary Public within and for said County and State, came F.M. Perkins to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution of the same, for the uses and purposes therein named.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal at Lawrence, Kansas on the day and year last above written.

My commission expires December 30, 1924

O.H. Cooper
(L.S.) Notary Public.

Recorded September 27th 1922
At 1:40 o'clock P.M.

Estelle Northrup Duffer
Register of Deeds

E. Babbitt
Deputy.

This assignment is not a part of the original instrument.