

annum from date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party, its successors and assigns, all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural, or other leases on said real estate, and directs any lessee, on demand, to pay the said second party, its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; provided that so long as default be made in the payment of the principal debt hereby secured, or the interest due thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, the first party, their heirs or assigns, shall retain possession of the premises hereby conveyed, and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage;

That the second party, its successors and assigns, shall be subrogated for further security to the lien, though released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage;

That in case the second party, its successors or assigns, shall hereafter appear in any of the land departments of the United States Government, or in any of the tribunals whatever, to defend the title or possession of the mortgaged real estate or the lien thereon, or appear in any court to prove the mortgaged debt, all the costs and expenses of such appearance, shall be allowed the second party, its successors or assigns, and such costs and expenses shall bear ten per cent interest from date of the payment by said second party, its successors or assigns, and shall be an additional lien upon the mortgaged real estate, concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured.

That the property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

NOW, if the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall at the option of the second party, or the legal owners of said indebtedness become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of the said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and any amount so collected by such Receiver shall be applied, under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

Dated this Second day of October 1922.

Witnesses.

Charles E. Ralston

Daisy N. Ralston

STATE OF KANSAS,)
County of Douglas) SS

Before me C.B. Hosford, a Notary Public, in and for said County and State, on this 7 day of Oct, 1922 appeared Charles E. Ralston and Daisy N. Ralston (his wife), to me known to be the identical person who executed the foregoing instrument, and such person duly acknowledged the execution of the same.

My commission expires June 24-1926

Witness my hand and notarial seal the day and year above set forth.

C.B. Hosford

Notary Public in and for Douglas County,
Kansas.

(L.S.)

Recorded October 10th 1922.

At 8:55 o'clock A.M.

Estelle Northrup Duffer
Register of Deeds

Le Babbitt
Deputy.