

or the debt secured hereby; without regard to any law heretofor 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 the 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, with 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, 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, 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 assigns 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 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 hereto subscribed their names on the day and year first above mentioned.

J. A. Mansfield
Orra G. Mansfield

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this 1st day of February A. D. Nineteen Hundred and twenty three before me, the undersigned, a Notary Public in and for said County and State came J. A. Mansfield and Orra G. Mansfield (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 subscribed my name and affixed my official seal on the day and year last above written.

(L. S.)

B. L. Johnson
Notary Public

Shawnee County, Kansas.

My Commission expires March 25th 1925

Recorded 14th day of Feb. 1925

At 2:40 O'clock P.M.

Isa E. Willman
Register of Deeds
Joe Willman
Deputy

M O R T G A G E

THIS INDENTURE, made the 1st day of February A. D. 1923 between A. A. Webber and Jessie B. Webber, (husband and wife) of the County of Jefferson and State of Kansas, party of the first part, and THE PRUDENTIAL TRUST COMPANY, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part.

WITNESSTH, that the said party of the first part, in consideration of the sum of Two Thousand & 00/100 ----- Dollars, in hand paid the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The North Half of the Northwest Quarter (N $\frac{1}{2}$ W $\frac{1}{4}$) of Section Fifteen (15), Township Fourteen (14), Range Eighteen (18),

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in any wise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said parties of the first part hereby covenant that they will lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if the said party of the first part shall pay or cause

For assignment see Book 88, Page 572
See next page for release