

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 agree 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 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 as additional and collateral security for the payment of the said note then Mortgagors hereby assign to said mortgagee its successors and assigns all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises this assignment to terminate and become void upon the 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 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 ^{herein} note 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 past present or further 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 ^{second} said 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.

NINTH. The terms conditions and provisions hereof whether so expressed or not shall apply to and bind the respective parties hereto their heirs executors administrators successors and assigns and words used in the singular number shall include the plural and words in the plural shall include the singular.

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.

E. T. ARNOLD

MAUD M ARNOLD

STATE OF KANSAS DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 9th day of May A.D. 1923 before me the undersigned a Notary Public in and for the County and State ^{aforesaid} came E. T. Arnold and Maud Arnold his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.