

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 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 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 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 past present or future default hereunder and in case of default of payment of any ^{second} ~~sdm~~ herein covenanted to be paid when due the said first parties agree to pay to the said ^{second} 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 executor's 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 last above mentioned

E.T. ARNOLD (Seal)

MAUD M. ARNOLD (Seal)

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 M. Arnold his wife ^{instrument} to me personally known to be the same persons who executed the foregoing, 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.

(L.S.)

Commission expires Apr 20, 1925

RECORDED MAY 10, 1923

AT 8:55 O'clock A.M.

A.F. McClanahan

Notary Public

J. W. McMillan
Register of Deeds

The amount secured by this mortgage has been paid in full and the same is hereby collected this 22nd day of May 1923

This Release was written on this 22nd day of May 1923 at the County of Douglas, State of Kansas. *J. W. McMillan* Register of Deeds