

AS additional and collateral security for the payment of said note the parties of the first part hereby assign to the said party of the second part, or assigns, all the rights and benefits accruing to the parties of the first part under all oil, or gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that the said party of the second part, or 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 parties of the first part, or assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; other wise to remain in full force and virtue.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Charles F. Kurtz (seal)  
Sophie Kurtz (seal)

STATE OF KANSAS )  
COUNTY OF DOUGLAS ) SS.

Be it remembered, that on this 18th day of June A.D. 1923, the undersigned before me, a Notary Public in and for the County and State aforesaid, came Charles F. Kurtz and Sophie Kurtz, His wife who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

L. S.

Adolph Lotz Jr. L.S.  
Notary Public, Douglas County, Kansas.  
Term expires January 29th, 1927

Recorded July 9th, 1923  
At 9:45 o'clock A.M.

Joe E. Wellman  
Register of Deeds  
Deputy