

Fifth : To pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this mortgage is held by a non-resident of the State of Kansas upon this mortgage or the debt secured hereby without regard to any law heretofore 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 violation of this undertaking, 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 out 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 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 otherwise, as it may elect. As additional and collateral security for the payment of the note and indebtedness hereinafter described, the said parties of the first part hereby assign 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 null and void upon the release of this mortgage by mortgage 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 hereunto subscribed their names on the day and year first above mentioned.

J. E. Murphy
Dora Murphy

State of Kansas
Shawnee County, ss.

Be It Remembered That on this 1st day of December A.D. Nineteen Hundred and Twenty-three before me the undersigned a Notary Public in and for said County and State, came J. E. Murphy and Dora Murphy 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 hereunto subscribed my name and affixed my official seal on the day and year last above written.

E. R. Ambrose, Notary Public.
Shawnee County, Kansas.

L.S.
My Commission Expires
Nov. 8th, 1924.

MORTGAGE.

From J. E. Murphy et ux
To The Farm Mortgage Trust Co.

State of Kansas, County of Douglas, ss.
This instrument was filed for record on the 3rd day of December, at 10:35 A.M.

By *J. E. Wellman*
Register of Deeds
Deputy.

J. E. Murphy and Dora Murphy, Husband and Wife, Mortgage and Warrant to The Farm Mortgage Trust Company of Topeka Kansas, real estate in the County of Douglas and State of Kansas, described as follows, to-wit:

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-nine (29) Township Twelve (12) South, of Range Eighteen (18) East of the 6th P.M. containing 80 acres, more or less, according to Government Survey,

to secure the payment of \$57.00, due as follows:
\$ 57.00 on or before the first day of February, 1925, & 6% semi annual interest from February 1, 1924.

This mortgage is subject and second to a mortgage to The Farm Mortgage Trust Company to secure the payment of \$2280.00.

The said mortgage or assigns may pay any sum or sums of principal or interest due and unpaid on said prior mortgage, and such payment shall be subrogated to the rights of the prior mortgage, or may pay the taxes on said land, and the amount so paid, for principal or interest or taxes, together with interest thereon at ten per cent per annum, shall be a lien on said premises and be secured by this mortgage.

If default shall occur in the payment of any sum or sums hereby secured, or the payment of any portion of the principal or interest on said prior mortgage, or in payment of the taxes on said premises when due, or if any of the conditions or agreements set out in said prior mortgage are not conformed to or complied with, then the whole amount hereby secured shall immediately become due and payable and this mortgage may then be foreclosed.

Witness our hands, This 19th day of November 1923.

J. E. Murphy.
Dora Murphy.

State of Kansas
Shawnee County, ss.

Be It Remembered, That on this 1st day of December, 1923 before me, a Notary Public in and for said County and State, came J. E. Murphy, and Dora Murphy, who are personally known to me to be the same persons described in and who executed the foregoing mortgage, and duly acknowledged the execution of the same as their voluntary act.

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

L.S.
(My commission expires Nov. 8th, 1924)

E. R. Ambrose, Notary Public.

From Heirs of Georg W. Duncan, deceased.
To Charlie W. Duncan Jr. et al.

SATISFACTION OF MORTGAGE.

State of Kansas, County of Douglas, ss.
This instrument was filed for record on the 3rd day of December, 1923, A.M.
at 11:15 A.M.

By *J. E. Wellman*
Register of Deeds.

The Release See Book 25-Page 618.