

Fifth, That the parties of the first part hereby agree to pay all taxes, general 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, its successors or assigns and that upon violation of this undertaking or the passage by the State of Kansas imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, its successors or assigns, 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 without 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. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit 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 and its successors and assigns.

Seventh, As additional and collateral security for the payment of the said note, the 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 release of this mortgage. Provided however, that said party of the second part its successors and assigns shall not be chargeable with any responsibility 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 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 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, its successors or assigns, and no failure of the party of the second part, its successors or assigns to exercise any option to declare the maturity of the debt here by secured shall be deemed a hereunder; and in case of default of payment of any sum herein covenanted to be paid when due the 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.

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.

William E. Hockensmith (SEAL)
Halsie Ida Hockensmith (SEAL)
Agnes H. Hockensmith
John I. Hockensmith

State of Kansas }
Wyandotte County } SS

Be it remembered, That on this 22nd day of May A.D. 1926 before me the undersigned a Notary Public in and for county and state aforesaid came William E. Hockensmith and Halsie Ida Hockensmith his wife to me personally known to be the same persons who executed the foregoing instrument 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.

(My Commission expires March 20th, 1929.)

LS

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Roy Y. Stutts.
Notary Public,

State of Mo. }
Clinton County } SS

Be it remembered, That on this 24th day of May A.D. 1926 before me the undersigned a Notary Public in and for county and state aforesaid came Agnes H. Hockensmith and John I. Hockensmith her husband to me personally known to be the same persons who executed the foregoing instrument 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.

(My commission expires Sept. 4th 1927.)

LS

William J. Althouse.
Notary Public.

From

John A. Lewis

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Aug. 31, 1926. At 11:30 A.M.

To

Kansas State Bank

Register of Deeds.

Reg. No. 1992
Filed 3-5-26

This Indenture, Made this 30th day of August in the year of our Lord one thousand nine hundred and twenty six between John A. Lewis (single man) of Willow Springs in the county of Douglas and state of Kansas party of the first part and The Kansas State Bank, Ottawa Kansas, party of the second part.

Witnesseth, That the said part of the first part in consideration of the sum of \$1400.00 Fourteen Hundred Dollars to them duly paid the receipt of which is hereby acknowledged has sold and by these presents does grant, bargain sell, and mortgage to the said party of the second part

See Next
Page for
Release