

immediately upon being paid by the party of the second part its successors or assigns, but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

And it is agreed that in case default shall be made in the payment of any installment of said note or of the interest thereon when due, or in the payments of any insurance premiums, taxes, or special assessments, or if there shall be a failure to comply with any condition of this mortgage then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees, herein specified, shall at the option of the party of the second part, its successors or assigns, become due and payable at once without notice to the party of the first part, and be collectible at once by foreclosure or otherwise.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors or assigns, all the rights and benefits accruing to the party 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 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 party of the first part or his assigns until notified by legal holder thereof 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 the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

IN WITNESS WHEREOF, the said party of the first part hereunto set his hand and seal the day and year first above written.

In presence of

Charles A. James.

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 13th day of Aug. A. D. 1930 before me, the undersigned, a Notary Public in and for said county and state, came Charles A. James, a widower who is personally known to me to be the same person who executed the foregoing mortgage deed and duly acknowledged the execution of the same as his voluntary act and deed.

In Testimony Whereof, I hereunto subscribe my name and affix my official seal on the day and year last above written.

Legal Seal

My commission expires on the 16th day of Aug. 1930.

C. E. Cory Notary Public

Recorded August 14, 1930 A. D. at 11:45 A. M.

Wm. D. Armstrong Register of Deeds

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Charles F. Kennedy and Norma M. Kennedy his wife to F. M. Perkins and assigned by F. M. Perkins to Citizens State Bank dated the 3 day of January A. D. 1916 which is recorded in Book 53 of Mortgages, page 383 of the records of Douglas County, Kansas satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 12 day of August A. D. 1930.

(No Seal)

Citizens State Bank
by C. B. Holmes Cashier

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 12 day of August A. D. 1930 before me Jane Sheets a Notary Public in and for said County and State came C. B. Holmes to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

My commission expires Sept. 10, 1931.

Jane Sheets Notary Public

Recorded August 15, 1930 A. D. at 10:50 A. M.

Wm. D. Armstrong Register of Deeds