

## DOUGLAS COUNTY

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, 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, rents, royalties 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, rents, royalties 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 right, rents, royalties 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, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage without notice.

EIGHTH. That if such payments be made as are herein specified, this conveyance shall be void; but if the note herein described, 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 any past, present or future default hereunder; and in case of default of payment of any sum 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, executors, 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 above mentioned.

Ernest F. Wulfkühle  
Frances C. Wulfkühle

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 5th day of April A.D. 1937 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ernest F. Wulfkühle and Frances C. Wulfkühle 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.

Catherine Cunningham  
Notary Public.

(SEAL) (Commission expires April 10 1940)

Recorded April 14, 1937 at 1:55 P.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 4194

### ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eighteen Hundred and no/100 DOLLARS, The Mortgage of \$1,800.00, given by ARTHUR E. HOLCOM and NELLIE HOLCOM, his wife to the PIONEER MORTGAGE COMPANY, dated March 1st, 1937, and recorded in Vol 83 at page 124 of the records of Douglas County, Kansas, upon which there has now been advanced and now remains owing and unpaid the principal sum of \$1,800.00, is hereby assigned, together with the note and all securities thereto, to SECURITY BENEFIT ASSOCIATION of Topeka, P.O., State of Kansas

Dated April 6th 1937.

THE PIONEER MORTGAGE COMPANY,

(CORP SEAL)

By

Arch. M. Catlin  
President

Attest J. E. Rosebrough  
Secretary.

STATE OF KANSAS, COUNTY OF SHAWNEE, ss.

Be It Remembered, That on this 6th day of April, 1937, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Arch M. Catlin to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Lorraine Wingert, Notary Public,

(SEAL) My commission expires November 27th, 1939

Recorded April 17, 1937 at 9:00 A. M.

*Harold A. Beck* Register of Deeds

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled, this 14th day of June, 1940.  
 Equitable Life Assurance Company of Iowa  
 Reg. Office, 107 New York Ave. Wash. D.C.  
 (Corp. Seal)