

DOUGLAS COUNTY

FIFTH. That the parties of the first part hereby agree 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 or the passage by 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, 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 the 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, 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 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 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, 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, 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.

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.

R. R. Jackman
~~Mrs. R. R. Jackman~~
 Ruth Jackman, wife

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 17th day of May A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came R. R. Jackman and ~~Mrs. R. R. Jackman~~ Ruth Jackman, 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.

(SEAL) (Commission expires Nov 1 1937) Alvin L. Thiry
 Notary Public.

Recorded May 18, 1937 at 10:45 A.M.

Wm. A. Beck

Register of Deeds.

Reg. No. 1072
 Fee Paid \$2.50 Receiving No. 4345 A

MORTGAGE

THIS INDENTURE, Made this 3rd day of May, in the year of our Lord nineteen hundred and thirty-seven, by and between R. R. Jackman and Ruth Jackman, his wife, of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST CO., party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, CONVEY, and WARRANT unto the said party of the second part, its successors and assigns, all of the following-described real estate, situated in County of Douglas and State of Kansas, to-wit:

The Fractional Northeast Quarter of Section Three (3), Township Thirteen (13), Range Nineteen (19), East of the Sixth Principal Meridian, containing one hundred fifty-five and fifty four hundredths (155.54) acres, more or less; also the Southeast Quarter, the East Half of the Southwest Quarter and the Northwest Quarter of Section Three (3) less the following: Beginning at the Southwest corner of the Northwest Quarter of Section Three (3), thence North on the West boundary of the Quarter Section, twenty-three (23) chains to a stone, thence East four (4) chains, ten (10) links to a stone, thence South three and one-fourth (3 1/4) degrees East twenty-three (23) chains to a stone in the South boundary of the Quarter Section, thence West five (5) chains, forty-six (46) links to piece of beginning, containing eleven (11) acres, more or less, all in Township Thirteen (13), Range Nineteen (19), East of the Sixth Principal Meridian, and containing in all five hundred forty and twenty-eight hundredths (540.28) acres, more or less; also the East half of Section Thirty-four (34), Township Twelve (12), Range Nineteen (19), East of the Sixth Principal Meridian, less the following: commencing one (1) rod West of the Northeast corner of said Section, thence South fifty-eight (58) rods; thence West thirty-nine (39) rods, thence South forty-five (45) rods, thence West forty (40) rods, thence North one hundred three (103) rods, thence East seventy-nine (79) rods to the beginning.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrances except a certain mortgage of even date herewith for \$25,000.00 due May 1, 1947.