

DOUGLAS COUNTY

taking by the parties of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, 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, 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 rights, rents, royalties or benefits to the party of the first part or his assigns until notified by legal holder or 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 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 part, 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 herunto subscribed their names and affixed their seals, on the day and year above mentioned.

Earl A. Torneden
Olga O. Torneden

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 9th day of August, A.D. 1938 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Earl A. Torneden and Olga O. Torneden 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 herunto set my hand and affixed my official seal, the day and year last above written.

M. R. Gill
Notary Public.

(SEAL) (Commission expires September 21, 1939)

Recorded August 12, 1938 at 10:10 A.M.

Harold A. Beck

Register of Deeds.

Receiving No. 6510 <

(The following Assignment is endorsed on the original instrument recorded in Book 63 Page 437)

A S S I G N M E N T

FOR VALUE RECEIVED, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to Granite Savings Bank and Trust Company, Barre, Vermont, August 10 1938

(CORP. SEAL)

THE CENTRAL TRUST CO.
By Lucien Gray
Treasurer

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this 11th day of August, A.D. 1938 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lucien Gray, Treasurer of The Central Trust Co., a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

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

Sidney S. Smith
Notary Public.

(SEAL) (Commission expires Dec. 11th 1939.)

Recorded August 12, 1938 at 10:15 A.M.

Harold A. Beck

Register of Deeds.