

MORTGAGE RECORD 88

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 thereby, or the interest thereon or income therefrom; 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 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 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 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.

John Skie
Mary Skie

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 16th day of Oct A.D. 1941 before me, the undersigned, a Notary Public and for the County and State aforesaid, came John Skie and Mary Skie, 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.

S. Leroy Myers
Notary Public.

(SEAL) (Comm. Expires May 28, 1945)

Recorded October 17, 1941 at 11:00 A.M.

Harold A. Beck Register of Deeds

Receiving No. 12765 <

SUPPLEMENTAL MORTGAGE

SUPPLEMENTAL MORTGAGE, dated as of October 1, 1941, made by THE KAW VALLEY ELECTRIC COOPERATIVE COMPANY, INC. (hereinafter called the "Mortgagor"), an incorporated cooperative association existing under the laws of the State of Kansas, to UNITED STATES OF AMERICA (hereinafter called the "Government").

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed and has delivered to the Government two notes (hereinafter called the "Outstanding Notes"), both issued under a certain mortgage, dated as of October 1, 1937, made by the Mortgagor to the Government, and both secured by said mortgage, as supplemented by a certain supplemental mortgage, dated as of March 15, 1940, made by the Mortgagor to the Government (said mortgage, as supplemented by said supplemental mortgage, being hereinafter called the "Mortgage"), the first of the Outstanding Notes being in the principal amount of \$200,000, dated October 1, 1937, payable as to principal in monthly installments by the terms thereof on or before October 1, 1957, and by the terms of a certain agreement, dated as of April 1, 1940, between the Government, the Mortgagor and Reconstruction Finance Corporation on or before October 1, 1962, and bearing interest at the rate of 2.88 per centum per annum, and the second of the Outstanding Notes being in the principal amount of \$241,000, dated October 10, 1938, payable as to principal in monthly installments on or before October 10, 1963, and bearing interest at the rate of 2.73 per centum per annum; and

WHEREAS, the Government is the holder of the Outstanding Notes and the Mortgage; and WHEREAS, it was the intention of the Mortgagor that the property of the Mortgagor of the classes described in the Mortgage as being mortgaged or pledged thereby, or intended so to be, whether then owned or thereafter acquired and whosoever situate, would secure notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, and it is intended by the Mortgagor to confirm hereby the Mortgage and the property therein described as being mortgaged or pledged, or intended so to be, as security for the Outstanding Notes and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage; and

WHEREAS, the Mortgage provides that the Mortgagor shall, upon the request in writing of the holder or holders of not less than a majority in principal amount of the notes issued under and pursuant to the Mortgage at the time outstanding, duly authorize, execute, and deliver and record and file all such supplemental mortgages and conveyances as may reasonably be requested by such holder or holders to effectuate the intention of the Mortgage and to provide for the conveying and mortgaging of the property of the Mortgagor intended to be mortgaged or pledged by the Mortgage to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, and the holders of all such notes have in writing requested the execution and delivery of this Supplemental Mortgage pursuant to such provisions; and

The Amount Secured by this Mortgage has been paid in full, and the same is hereby cancelled, this 26th day of October 1948. The Standing & in Answer to by Martin Miller Treasurer