

DOUGLAS COUNTY

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, 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 therefore 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.

H. R. Wright
Leona Wright

STATE OF KANSAS
Osage County, SS.

BE IT REMEMBERED, That on this 15 day of March A.D. 1943 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. R. Wright and Leona Wright 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 Feb 2, 1945.

C J Cordts
Notary Public

Recorded March 16, 1943 at 9:20 A. M.

Harold A. Beck Register of Deeds

Receiving No. 17062 ✓

TRUST RELEASE

KNOW ALL MEN BY THESE PRESENTS: That whereas, on the 7th day of April, 1938, MARGARET DEATHERAGE borrowed from the undersigned the sum of \$150.00 and executed her promissory note for the payment of the same, which note was due and payable five years from the date hereof, and in order to secure the payment of said note executed and delivered to the undersigned a deed of trust on her undivided interest in the Southwest quarter (SW $\frac{1}{4}$) of Section twelve (12), in Township thirteen (13), Range Seventeen (17), Douglas County Kansas:

which deed of trust was given by inadvertance and mistake, and instead of giving a mortgage on said property the maker of said note and deed of trust made Harry P. Vories, Public Trustee in and for Pueblo County, Colorado, the trustee in said deed of trust which was presumed to have been a mortgage, and

WHEREAS, said instrument was recorded in the office of the County Recorded of Douglas County, Kansas, on the 14th day of April, 1938, in Book 83, on Page 357.

NOW THEREFORE, the undersigned, being the beneficiary of said instrument, which operated as a lien and mortgage, does hereby release and discharge said described land from the operation of said instrument as fully and completely as if the same had been given under the laws of the State of Kansas.

John A Benander

STATE OF Kansas)
COUNTY OF Shawnee) SS.

The foregoing instrument was acknowledged before me this 24 day of March, A.D. 1943, by John A Benander
Witness my hand and official seal;
(SEAL) My commission expires January 17, 1946

A K Reynolds
Notary Public

Recorded March 25, 1943 at 1:10 P.M.

Harold A. Beck Register of Deeds
