DOUGLAS COUNTY

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Half Section line, thence South 480' to starting point, containing 5.42 acres, more or less (subject toeasement of the Cities Service Gas Company in and to the East half of Southwest Quarter and West Half of Southeast Quarter of Section 19, and that part South of the Wakarusa Creek in the Southeast Quarter of Southwest Quarter of Section 16, all in Township 13 South, Range 20 East of the Sixth and containing 214 acres, more or less. TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto marty of the second part, its successors or assisns forever.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging said party of the second part, its successors or assigns forever. And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomscever, and hereby expressly waive all benefit of the homestead, cording this instrument. CONDITIONED, HOMEVER, That whereas, the said parties of the first part are justly indebted to the said The Equitable Life Assurance Society of the United States for money borrowed in the principal sum of Five Thousand and no/100 Dollars, to secure the payment of which the parties of the first part have executed and the sum of Five Thousand and no/100 Dollars, bearing even date herewith and payable to the order of The

The Equitable Life Assurance Society of the United States for money berrowed in the principal sum of Five delivered to the said The Equitable Life Assurance Society of the United States a certain promissory note in Equitable Life Assurance Society of the United States a certain promissory note in the sum of Five Thousand and in/100 Dollars, bearing even date herewith and payable to the order of The Equitable Life Assurance Society of the United States, its successors or assigns, according to the tenor and inct, and both principal and interest thereon from August 1, 1943 to maturity, at the rate provided for in said annua, payable somianmally, until paid. And said partice of the first part expressly agree to pay the said note and the interest thereon promptly be levied or assessed within the State of Kanasa upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assign, in add premises, or any part thereof, or upon the interest of the mortgagee, its successors or assign, and and the sace and assessments of any kind that may be levied or assessed within the State of Kanasa upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assign, at its premises, or any part thereof, or upon the interest of the mortgagee, its successors or assign, at its premises and assessments and is required tornado and gage, and procure and deliver to said party of the second part its successors or assign, at its or their receipt of the proper offlicer showing paymont of all such taxes and assessments of incertain and presensible company or companies, to the assign. It is further agreed that all polloids attached during the existence of the debt herely secured, shall be constantly assigned, pledged and delivered to and party of the second part at its lew York offlice and langer theread of all dob of innovance, of whatever nature and of winterse corring the damage all other apprexis of read and receipt of real innexy becoming payable the novador, shall be Lector for the lines of here lines the Society of

Ange the Sheet the south con pourse force. It is agreed that if the insurance above provided for is not promptly effected and the policies therefor It is agreed that if the insurance above provided for is not promptly effected and the policies therefor It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the lices, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbofore provided, the said party of the second part, its successors or assigns, (whether above provided for and pay the reasonable premiums and charges therefor, and may pay such insurance premiums, above provided for and pay the reasonable premiums and charges therefor, and may pay such insurance premiums, above provided for and attorney's fees, and all such payments with interest thereon from time of payment at the may pay said taxes and assessments (irregularity in the levy or assessment thereof being expressly waived), vided for by the statutes of the State of Kansas, shall be deemed a part of the indebtedness secured by this mortgage, and all such payments of insurance premiums, liens, taxes, special assessments, expenses or attorney's fees shall be due from and payable by the parties of the first part to the party of the second part, its successors or assigns; but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses out hereinafter provided to declare all of the indebtedness secured hereby due and collectible. In the event of the passage after the date of this mortgage of any law doulduing from the value of land or debts secured by mortgage. The holder of this mortgage and of the det which it secures, shall have the so as to affect this mortgage, the holder of this mortgage and of the det which it secures, shall have the so as to affect this mortgage, the holder of the source of the land requiring the payment of the mortgage doit. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty, days. And it is agreed that in case default shall be made in the payment of the principal of said note or any

If such notice be given, the said debt snall become due, payable and collections at the same state of any thirty, days. And it is agreed that in case default shall be made in the payment of the principal of said note or any installment thereof or of any interest thereon when due, or in the payments of any insurance premiums, taxes for assessments, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees, herein specified, shall, at the option of parties of the first part, and be collectible at once by foreclosure or otherwise, and appraisement is hereby expressly waived. W expressly waived.

expressly waived. As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors or 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 8 W the release of this mortgage.

release of this mortgage. Provided, however, that said party of the second part, its successors or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor, except as to or benefits to the parties of the first part or their assigns until notified by legal holder thereof to such rights for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease shall immediately become due and collectile, at the option of the holder of this mortgage. In case of the renewal or extension of the indebtedness hard with feedings for and the renewal or extension of the indebtedness hard with the same visions of this mortgage and the lien thereof, from its date, shall feeding for or or or or or or or the same to same the same