Twenty-five (25), and the East Half of the Northwest Quarter of the Southwest Quarter of Section Twenty-five (25), and the East Twelve (12) acres of the Southwest Quarter of the Southwest Quarter of Section Twenty-five (25), all in Township Thirteen (13), Range Eighteen (18):

This being a purchase money mortgage containing 150 acres, more or less, together with all the improvements now or hereafter situated thereon and the appurtenances thereunto belonging, including all heating, lighting, refrigerating and water supply apparatus, window screens, shades, awnings and fixtures appertaining thereto.

This mortgage is given as security of the performance of the covenants and agreements herein, and to secure said Business Men's Assurance Company of America, its successors and assigns, the payment of the sum of Two Thousand & 00/100 Dollars, with interest thereon, due and payable according to the terms thereof, with interest payable semi annually, said note being of even date herewith, payable at the office of Business Men's Assurance Company of America in Kansas City, Missouri, and all bearing interest at the rate of ten per cent per annum after maturity until paid.

The First Party Hereby Covenants And Agrees:

That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate if free and clear of all encumbrances and that they will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands;

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable;

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of any law of the State of Kansas, to whomever assessed, before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of Seventeen Hundred Fifty & 00/100 Dollars, for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and

Upon failure to comply with any or either of these conditions, covenants and agreements, it is agreed that the owner of the mortgage may pay the said taxes or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party, its successors and assigns all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural, or other leases on said real estate, and directs any lessee, on demand, to pay the said second party, its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; provided that so long as no default be made in the payment of the principal debt hereby secured, or the interest due thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, the first party shall retain possession of the premises hereby conveyed, and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage;

That the second party, its successors and assigns, shall be subrogated for further security to the lien, though released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage;

That appraisal of said property at a sale under this mortgage, and all benefits of the homestead, exemption and stay laws of the State of Kansas are hereby waived by said first party;

That the property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Now, if the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party, which cost first party agrees to pay, but if the first party shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part or the security impaired, or if any of the terms of this contract are violated, then and in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owners of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties therof, under direction of the Court, and any amount so collected by such Receiver shall be applied, under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

First party wherever used in this instrument shall be construed to include heirs, executors, administrators or assigns, or successors or assigns of the first party.

Dated this First day of November 1943.

Virgil H. Flory
Ben M. Flory

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss.

On this 29 day of November, A.D. 1943, before me, a Notary Public within and for said County and State, personally appeared Virgil H. Flory & Ben M. Flory to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And the said Virgil H. Flory & Ben M. Flory further declared themselves to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Lone Star the day and year first above written.

My commission expires May 4 - 1945

W. H. Ulrich
(SEAL) Notary Public in and for Douglas County,

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Recorded December 20, 1943 at 9:05 A.M. Harold A. Beck Register of Deeds

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$2000.00 Received of Virgil H. Flory and Ben M. Flory the within named mortgagors sum of Two Thousand and no/100 Dollars in full satisfaction of the debt in mortgage. November 8 1946
Business Men's Assurance Company of America
L. L. Hoffmann - Vice Pres.
(Corp Seal) Claude R. Clark Asst Sec.

This release was written on the original mortgage entered this 9 day of Nov. 1946
Harold A. Beck
Reg. of Deeds
~~Deputy~~

Receiving No. 19613

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That The Prudential Trust Company, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, of the first part, in consideration of the sum of TWO THOUSAND AND NO/100 ($2,000.00) Dollars to it in hand paid by NATIONAL BANK OF TOPEKA of Topeka and State of Kansas of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does sell, assign and convey unto the said part_ of the second part, all of its right, title and interest, of, in and to a certain