

As additional and collateral security for the payment of said note the part 100 of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the part 100 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 the said party of the second part, or assigns, shall be chargeable with no responsibility with reference to such rights 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 or benefits to the part 100 of the first part, or assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct, and any judgment for the foreclosure of this mortgage shall provide that all of the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released at the costs and expense of the part 100 of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said parties of the first part have hereunto set their hand and seal on the day and year first above written.

*Art Cooly*

*Gertrude Cooley*

SEAL

SEAL

SEAL

SEAL

State of Kansas,

County of *Collins*

Be it remembered, that on this *21<sup>st</sup>* day of *February*

A. D. 19 *48*, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came *VERL COOLEY and GERTRUDE COOLEY, his wife,*

who are personally known to me to be the same persons who executed the foregoing mortgage, and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.



*Edith A. Smith*

Notary Public,

County, Kansas.

Term expires, *Sept. 15* 19 *49*

Recorded February 27 at 2:00 P.M.

The amount secured by this mortgage has been paid in full, and the same is hereby canceled this 5th day of July 1959.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Carl L. Matthews Vice President (Corp. Seal)