

As additional and collateral security for the payment of said note the part 1es of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the part 1es 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 1es 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 1es of the first part; otherwise to remain in full force and virtue.

The party of the second part may collect a "Late Charge" not in excess of four (4%) per cent on any installment paid more than fifteen days after due date.

It is agreed between the parties hereto that if parties of the first part do not maintain the premises in reasonable repair, party of the second part may do so and may add to the indebtedness any reasonable expense necessary and proper for the maintenance or repair of the security.

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

William Harvey Faust 

Pearl L. Faust 





State of Kansas.

County of *Douglas* ss.

Be it remembered, that on this *22nd* day of *April*.

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

WILLIAM HARVEY FAUST and PEARL L. FAUST, his wife,

who are personally known to me to be the same person, 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.



Pearl L. Faust
Notary Public, County, Kansas.

Term expires, *Dec 31* 19 *48*.

This mortgage was written on the 22nd day of April, 1948.

Notary Public for Douglas County, Kansas.

Notary Public for Douglas County, Kansas.

Form 7439

Harold A. Beck

Register of Deeds