

SEVENTH—Should developments for oil, gas or minerals on said lands at any time be such as, in the opinion of the party of the second part, or the holder of said notes secured hereby, to render said land less desirable as security for the indebtedness hereby secured, then the holder of said notes shall have the right to declare said notes and all indebtedness secured hereby due and payable, without notice, and the holder of such notes shall have the same rights hereunder for the collection of same and of said indebtedness as though said notes had become due by the efflux of time and default in the payment thereof.

EIGHTH—That the said party of the first part shall not be liable for the payment of any charges or interest provided for in this mortgage that may be found could not lawfully be made under the laws of the State of Kansas, it being fully agreed and understood that it is the intention of the party of the second part that this mortgage shall in all respects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, the party of the first part shall be entitled to the return of all sums so paid, and this mortgage shall not be affected thereby.

NINTH—If the maker or makers of said notes shall fail to pay any of said notes, or any notes given in renewal of the notes herein, or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due, or there is a failure to conform to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the said party of the second part without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent. per annum after maturity by default, or otherwise, until paid.

When the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect.

In Testimony Whereof, The said party of the first part have hereunto set their hand &

the day and year first above written.

*Leon Andrew* (SEAL)  
Leon Andrew  
*Elma Andrew* (SEAL)  
Elma Andrew  
(SEAL)

STATE OF KANSAS,

*Douglas* County, ss.

Be it Remembered, That on this JUN 28 1949 day of            19          

before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared

Leon Andrew and Elma Andrew

who are to me personally known to be the identical persons who executed the foregoing mortgage deed, 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

*Paul M. Lucien*  
Notary Public.  
*Douglas* County, Kansas.

My commission expires My Commission Expires Nov. 10, 1951 19          

Recorded June 28, 1949 at 1:10 p.m.

*Harold A. Beck* Register of Deeds

*Release.*

The notes secured by the mortgage herein having been paid, and this mortgage being fully satisfied, the Register of Deeds of Douglas County, Kansas, is hereby authorized to cancel the same of record, dated at Cincinnati, Ohio, this 29th day of January 1952.

(Cop. Seal)

*Industrial Central Life Insurance Company,*  
*By J. C. Hatfield Vice President.*  
*R. H. Shaper Trust Treasurer.*

This release was written and the original is on file in the office of the Register of Deeds of Douglas County, Kansas.  
*Harold A. Beck*  
*Barbara Seiber*