

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 mortgagor 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 said mortgagee, its successors 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 lessors in any such leases, shall account for such rights or benefits to the mortgagor or his assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the mortgagee, its successors or assigns.

In case of the renewal or extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time. The mortgagor further agrees not to create any lien on the said premises junior hereto unless the person or persons entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without the consent of such person or persons and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created as security for the payment of the indebtedness evidenced by said note or any obligation substituted therefor or issued to refund same.

It is further agreed, that all the covenants and agreements of the mortgage herein contained shall extend to and bind all executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns. Wherever herein the masculine gender is used it shall be deemed to include either the masculine or feminine or both as the case may be.

IN WITNESS WHEREOF, the said mortgagor hereunto set their hand s. the day and year first above written.

In the presence of

*Edgar E. Henderson*  
*Mabel E. Henderson*

STATE OF KANSAS

COUNTY OF *Douglas*

BE IT REMEMBERED, That on this *Eleventh* day of *August* A. D. 19 *49* before me, the undersigned, a Notary Public, in and for said county and state, came

*Edgar E. Henderson and Mabel E. Henderson, husband and wife.*

who personally known to me to be the same person s. who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

My commission expires *Aug 26, 1950* *Raeb R. Cain* Notary Public

Recorded August 11, 1949 at 2:10 P.M.

*Harold A. Beck* Register of Deeds.

The within mortgage is fully paid and discharged this 6 day of August, 1964, and the Register of Deeds of Douglas County, Kansas, is authorized to discharge the same of record.

(Corp. Seal)

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES  
BY: E.B. McLean - Vice Pres.

This release  
was made  
on the original  
mortgage  
dated  
the 11th day  
of August  
1949

*Harold A. Beck*  
Register of Deeds  
*Edgar E. Henderson*  
Mortgagor