

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of

-----Three thousand five hundred-----

DOLLARS.

in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either to the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any liens or encumbrances which are or hereinafter on the premises hereby conveyed, and may pay any unpaid taxes or assessments levied against said property, and may insure said property if default be made in the payment of any such tax or assessment and may also become a lien upon the above described real estate, and he shall be entitled to foreclose and sell the same, with interest at ten per cent, in any suit for the foreclosure of the same, and it is agreed that the judgment rendered shall provide that the sale of said real estate shall be said together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are assigned to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which are levied or assessed upon the said land, premises or property, or upon the interest of the party of the second part, and the party of the second part hereby agrees not to suffer or permit all or any part of the taxes or assessments to be levied or assessed against the said property or any part thereof, or any interest therein, or to suffer or permit the same to be levied against the party of the second part, on or before the expiration of any such assessment or the proper authority, showing full payment of all such taxes and assessments.

SIXTH. That the parties hereby further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall have in the benefit of the party of the second part, its successors and assigns.

SEVENTH. As additional and collateral security for the payment of the said note the mortgagors hereby assign to the mortgagee, its successors and assigns, all the rights, rents, royalties and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void when the amount of this mortgage is paid. Provided, however, that said party of the second part, its successors and assigns, shall be deemed to act reasonably with reference to such rights, rents, royalties and benefits and to exercise the same as to same actually collected by it or them, and that the lessees in any such lease shall remain the sole rights, rents, royalties or benefits to the party of the first part or his successors and assigns to the extent herein provided to account for and to pay over the same to such legal holder. Should any such lease or any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the rents secured by this mortgage shall immediately become due and collectible, at the option of the party of the second part without notice.

EIGHTH. That if any payments to be made are herein specified, this conveyance shall be void; but if the only sums specified in any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid in full, or if default be made in any covenant or agreement herein contained, then this conveyance shall become void and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and in failure of the party of the second part to exercise any option to declare the indebtedness of the said party secured shall be deemed a waiver of right to exercise such option at any other time in the said note, provided or herein defined hereunder; and in case of default of payment of any sum herein covenanted to be paid, the party of the first part hereby agrees to pay to the said second party, interest at the rate of ten per cent per annum, annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

NINTH. The terms, conditions and provisions hereof, whether so expressed or not shall apply to and bind the parties of the first part, their heirs, executors, administrators, successors and assigns, and words used in the plural number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF. The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

*William F. Smith* (Seal.)

*John L. Smith* (Seal.)

(Seal.)

(Seal.)