

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, together with all improvements, additions and permanent fixtures now or hereafter placed on said property, including toilet and lavatory, lighting fixtures and wiring, plumbing fixtures and plumbing, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the same in the quiet and peaceable possessions of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST: That the parties of the first part are justly indebted to the party of the second part in the sum of Twelve Thousand Five Hundred and no/100 - - - - - DOLLARS according to the terms of one certain promissory note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part on or before July 1, 19 57, with interest on said sum at the rate of five per cent per annum from July 5, 19 56, and with interest after maturity on the principal and interest at the rate of ten percent per annum; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States at the office of THE PRUDENTIAL INVESTMENT COMPANY, in Topeka, Kansas, or at such other place as the holder of said note may designate in writing.

SECOND: That the parties of the first part agree, for themselves their heirs, executors, administrators and assigns, to pay said sum of money mentioned in said note and the interest thereon according to the tenor and effect thereof, to protect the title and possession of said real estate, to remove from said premises all statutory lien claims, to keep all buildings and improvements on the said premises in as good repair as they are at the date hereof, and to permit no waste of any kind thereof.

THIRD: That the parties of the first part hereby agree to keep the improvements upon said land constantly insured against loss by fire, tornado and explosion to the full insurable value thereof, with no co-insurance clause in the policies of insurance unless the mortgagee shall consent thereto in writing, by such company or companies as may be selected and approved by said mortgagee, until said note be paid. All policies herein provided for shall contain appropriate provisions for payment of loss to mortgagee or its assigns in form satisfactory to mortgagee. All such policies shall be delivered to the said The Prudential Investment Company, or its assigns with full power in the said The Prudential Investment Company, or its assigns to demand, receive and collect any and all monies becoming payable thereunder, and to apply the same toward the payment of said note, whether the same is due or not, or at the option of the mortgagee the same may be released to the mortgagors for the purpose of making repairs or improvements upon said property satisfactory to the mortgagee.

In the event of foreclosure hereunder, the mortgagee shall have full and complete power to assign to the purchaser or purchasers at such foreclosure sale any and all policies of insurance which may then be in force and effect upon the property hereby conveyed for the full unexpired term of such policy or policies, and the mortgagors, their heirs, and assigns shall not be entitled to have said insurance cancelled and to receive the unearned premium thereon.

FOURTH: That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed against said land, premises or property or the interest therein created by this mortgage, or against said mortgage, or the debt hereby secured, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, or any interest therein to be sold for taxes.

FIFTH: That the party of the second part may at its option make any payments necessary to remove or extinguish any prior or outstanding title, lien or encumbrance on the premises hereby conveyed or any statutory liens thereon, and may pay any unpaid taxes or assessments charged against said property, and may insure said property or repair the same, if default be made in any of the covenants in respect thereto, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the parties of the first part; and any sums so paid, including costs, expenses and attorney's fees paid in any suit affecting said real estate, when necessary to protect the lien hereof, shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at the rate of ten per cent per annum, in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels. Any such liens, claims, taxes, assessments, or payments so made by said mortgagee shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event, shall the necessity or validity of any such payments be disputed.

SIXTH: That the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and in case of default of any of the covenants or agreements herein contained, the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect, to collect said rents and profits, and to deduct the costs of said collection and administration; and to apply the balance on the debt hereby secured.

SEVENTH: That the parties hereto 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 inure to the benefit of the party of the second part, its successors and assigns.