

and containing 436 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said mortgagee, its successors or assigns, forever.

And the said mortgagor hereby covenants and agrees that at the delivery hereof he is the lawful owner of the premises above granted, and is seized of a good and indefeasible estate of inheritance therein, and that he has a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that he does hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waives all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas, and agrees to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, that whereas the said mortgagor is justly indebted to the said mortgagee for money borrowed in the principal sum of Fifteen Thousand and No/100 - - - - - Dollars (\$ 15,000.00 ), to secure the payment of which the mortgagor has executed and delivered to the said mortgagee a certain promissory note in the sum of Fifteen Thousand and No/100 - - - - - Dollars bearing even date herewith and payable to the order of the mortgagee, its successors or assigns, according to the tenor and effect of said note, with interest thereon from October 1, 1929, to maturity, at the rate provided for in said note and both principal and interest to bear interest after maturity at the rate of ten per cent per annum, payable semi-annually, until paid.

And said mortgagor expressly agrees to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, as the same become due and payable, and procure and deliver to said mortgagee, its successors or assigns, on demand hereafter, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid to procure and maintain policies of fire, tornado and windstorm insurance on the buildings erected and to be erected upon the above described premises in some responsible company or companies satisfactory to the mortgagee, its successors or assigns, to their full insurable value which shall be not less than - - - - - Dollars (\$ - - - - - ), loss, if any, payable to the mortgagee, its successors or assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said mortgagee, its successors or assigns, for further securing the payment thereof; all renewal policies to be delivered to the mortgagee, its successors or assigns, at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the damaged buildings as the mortgagee, its successors or assigns, may elect; and in the event of foreclosure hereunder, with power to assign to the purchaser at foreclosure sale the unexpired term of all such policies; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted, and shall keep said premises free from all statutory liens, and upon demand by the said mortgagee, its successors or assigns, shall pay all prior liens which may be found to exist on said property, and all expenses and attorney's fees incurred by said mortgagee, its successors or assigns, by reason of litigation with third parties to protect the tenor of this mortgage; all of which said mortgagor hereby agrees to do, then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which satisfaction the mortgagor agrees to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said mortgagor, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay such insurance premiums, liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate of ten per cent per annum shall be deemed a part of the indebtedness secured by this mortgage and may be paid by said taxes and assessments (irregularity in the levy or assessment thereof being expressly waived), and all such taxes and assessments with interest thereon from time of payment at the rate so made and provided for by the statutes of the State of Kansas, shall be deemed a part of the indebtedness secured by this mortgage, and all such payments of insurance premiums, liens, taxes, special assessments, expenses or attorney's fees shall be due from and payable by the mortgagor to the mortgagee, its successors or assigns, immediately upon being paid by the mortgagee, its successors or assigns; but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the mortgagee, its successors or assigns, shall not be deemed a waiver of its or their right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

If, while said note and this mortgage are owned by a non-resident of the State of Kansas, any law is passed by said state imposing upon such non-resident holder any tax upon the note or mortgage, or any liability to pay any part of the tax against the mortgaged premises, such holder, if it so elects, may declare the debt due and payable and the mortgage foreclosable without notice.