

Fifth. To execute any further necessary assurance of the title to said premises, and will Warrant and Defend the same in the quiet and peaceable possession of said mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever;

Sixth. To keep all buildings and other improvements on said premises in good repair, and neither to commit, nor suffer, any waste upon said premises, nor to do any other act whereby the property hereby conveyed shall become less valuable;

Seventh. That in default of the payment of any taxes, charges and assessments which may be imposed by law upon the said premises, or any part thereof as the same become due and payable, it shall and may be lawful for the mortgagee, without notice to or demand from the mortgagor, to pay the amount of any such tax, charge or assessment, with any expense attending the same, and any amount so paid to repay to mortgagee with interest thereon without notice or demand; and the same shall be a lien on the said premises, and be secured by the said note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding to be exhibited upon request.

Eighth. That in the event of the passage, after the date hereof, of any law by the State of Kansas, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of said land requiring the payment of this debt, and it is hereby agreed that if such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days;

Ninth. Now, if the debt described in the said note be paid when due, and the said agreements be kept and performed as aforesaid, then these presents shall be null and void.

But if any of said agreements be not kept or performed as aforesaid, then said mortgagee, or its endorsees or assigns, may, at their option, pay such taxes or assessments, or any part thereof, and may effect such insurance, paying the cost thereof, and may pay and satisfy any final judgment on any lien claim, including all expenses and costs, and for the payment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of ten per centum per annum, these presents shall be a security in like manner and with like effect as for the payment of said note.

If default be made in the payment of said note, or any part thereof, or any interest thereon, as therein specified, or in the performance of any agreement herein contained, or if any assessment be made as the basis for any tax or public charge in the nature of a tax on mortgages, or on the Mortgagee's interest in said real estate, or on said note, then all of the indebtedness secured by this mortgage shall, at the option of said mortgagee or assigns, by virtue of this mortgage, immediately become due and payable, and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the mortgagee, its successors and assigns, shall be entitled to a judgment for the sums due upon said note, and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said mortgagor, his heirs and assigns, and all persons claiming under him, at which sale, appraisal of said property is hereby waived by said mortgagor, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said mortgagor.

Tenth. That the mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release any policy or policies of life insurance as collateral security for the payment of the indebtedness secured hereby without regard to the consideration for such release and/or may accept a new policy or policies of life insurance in place thereof for such amount or amounts and in such form as it may require without being accountable for so doing to any other lienor, and it is expressly understood and agreed that if any of the said policies of life insurance shall be cancelled or released and a new policy or policies of life insurance shall be substituted in place thereof, the mortgagor shall keep such new policy or policies in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof the entire indebtedness secured hereby shall, at the option of the mortgagee, become due and payable forthwith and without notice.

Eleventh. That this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagor shall convey away said premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

Twelfth. In the event of the death of the insured, the entire indebtedness secured hereby shall thereupon become due and payable, and such sum for which the mortgagee may be legally liable on said policy or policies of life insurance or any policy or policies substituted in place thereof, or any policy or policies held as collateral hereto, or any dividends, dividend additions or dividend accumulations in connection with any policy or policies held as collateral hereto, shall be applied to the payment of the indebtedness secured hereby; and in case a surplus shall remain after liquidating said indebtedness, it shall be paid over to whosoever is lawfully entitled thereto.

In case taxes upon the property covered by this mortgage are paid by the holder of said mortgage, or of the note secured thereby, under the right conferred in this mortgage, the receipt of the proper officer for such taxes, shall be, as between said holder and mortgagor, conclusive evidence of the amount and validity of the taxes.

Thirteenth: IT IS FURTHER AGREED, That all parties signing this obligation shall be jointly and severally liable to the mortgagee and that all the covenants and agreements of the mortgagor herein contained shall extend to and bind his executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns, and wherever the context hereof so requires or admits all references herein to the mortgagor in one number shall be deemed to extend to and include the other number whether plural or singular, and the use of any gender shall be applicable to all genders.

Provided, however, that upon the payment of the indebtedness secured hereby and the performance of all the covenants and conditions contained herein and in said note, the said mortgagee will execute and deliver to the mortgagor an instrument sufficient in form and substance to enable the mortgagor to cause this instrument to be satisfied or discharged of record. It is agreed, however, that all recording and other expenses incurred in effecting such satisfaction or discharge shall be borne by mortgagor.

IN WITNESS WHEREOF, The said mortgagor has hereunto set his hand the day and year first above written.

*Benjamin Byers*  
 GEORGE W. BYERS  
 ✓ *George W. Byers*  
 GEORGE W. BYERS

Executed and delivered in presence of: