

enforcement of any such lien, claim or charge, or expend such sums as may be necessary to correct the failure of the mortgagor to comply with the provisions of said clause Fourth, and the mortgagor hereby agrees immediately to repay to the mortgagee, without notice or demand, any sums so paid with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and all sums paid by the mortgagee with interest shall become a part of the indebtedness secured hereby, and in default of immediate repayment thereof by the mortgagor the whole indebtedness secured hereby shall at the option of the mortgagee become due and payable forthwith without notice.

SEVENTH: That the mortgagor agrees to pay on demand all expenses and attorneys' fees incurred by the mortgagee by reason of litigation with third parties to protect the lien of this mortgage and all moneys so paid by the mortgagee, including any expense incurred in procuring or continuing abstracts of title and title policies and searching the records for the purposes of such litigation, shall bear interest at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and any such sums so paid with interest thereon shall constitute a lien upon said premises and be secured by this mortgage and in default of immediate repayment thereof by the mortgagor after demand, the whole indebtedness secured hereby shall at the option of the mortgagee become due and payable forthwith without notice.

EIGHTH: That as further security for the payment of said indebtedness and the performance of all of the terms, covenants and conditions hereof, the mortgagor does hereby mortgage, transfer, set over, assign and pledge to the mortgagee the lessor's interest and estate in all leases, including but not limited to gas, oil and mineral leases, now or hereafter affecting the said premises or any part thereof, and all rents, issues, income, profits, royalties and bonuses due and to become due thereunder, and in the event of a default under any of the terms, covenants and conditions of this mortgage the mortgagee is hereby authorized and empowered to collect and receive all such rents, issues, income, profits, royalties and bonuses due and to become due and to apply the same against said indebtedness. So long, however, as there shall be no default hereunder the mortgagor shall have the right to collect and receive any and all such rents, issues, income, profits, royalties and bonuses as they respectively become due and payable, and to use the same without accounting to the mortgagee therefor.

NINTH: That the mortgagee may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in any wise impairing or affecting the liens and priorities herein provided for the mortgagee compared to any subordinate lienholder.

TENTH: That the mortgagor agrees that, if at any time all or any portion of the mortgaged premises shall be taken or damaged by condemnation proceedings under the power of eminent domain, the award for any property so taken or damaged shall be paid directly to the mortgagee and applied at the option of the mortgagee on the indebtedness hereby secured.

ELEVENTH: That in case default be made in the payment of any instalment of principal or interest on any day whereon the same is due as provided in the note hereby secured and should the same remain unpaid for the period of thirty days, or if there should be a failure to comply with any of the terms of this mortgage or of the note secured hereby, or if the mortgagor shall file a petition seeking an arrangement or composition or extension or any other relief under or pursuant to the Federal Bankruptcy Act or any other similar statute as now or hereafter in effect, or if the mortgagor shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered and such decree shall have continued undischarged and unstayed for ninety days after the entry thereof, then in any of such events, whether the mortgagee has paid any of the taxes, liens, or other charges, or procured the insurance all as provided in clause Sixth hereof or not, the balance of the principal of the debt and all sums then due under this mortgage or the note secured hereby, without deduction, shall at the option of the mortgagee, its successors or assigns, and without notice to the mortgagor, become due and collectible at once, and the owner hereof shall be entitled to foreclose this mortgage, and shall be entitled to the possession of said premises and the rents and profits thereof and shall be entitled to have a receiver appointed to take possession of said premises without notice, which notice the mortgagor hereby waives.

TWELFTH: Appraisement is waived or not at the option of the mortgagee, such option to be exercised at the time judgment is rendered in any foreclosure hereof.

THIRTEENTH: That the mortgagor further agrees that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose the same, the mortgagor will pay to the plaintiff in said foreclosure proceeding ten per centum of the amount then due on the note secured hereby or on this mortgage as a reasonable attorney's fee therefor, in addition to all other legal costs and statutory fees and all expenses incurred in procuring abstracts for purposes of the foreclosure suit; said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured.

FOURTEENTH: That the 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 general and special taxes, liens, charges and encumbrances, 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.