

42

THE said mortgagor hereby covenants to be lawfully seized of said premises, to have good right to convey the same and agree to warrant and defend the same against the lawful claims of all persons whomsoever; and that said premises are free and clear of all encumbrances.

AND the said mortgagor hereby covenants and agrees to pay or cause to be paid the principal sum and interest above specified in manner aforesaid, together with all court costs paid by said mortgagee in maintaining the priority of this mortgage.

AND further, the said mortgagor does hereby expressly covenant, stipulate and agree as follows:

First: Until the debt hereby secured is fully satisfied, to pay immediately when due and before any penalty for non-payment attaches thereto, all taxes and assessments, general or special, which may be now or hereafter levied or assessed under any law now existing or hereinafter enacted upon the said land, premises or property, or upon the interest of the holder of this mortgage therein, or upon the debt hereby secured. Upon violation of the foregoing undertaking in any part or upon the passage by the State of Kansas of any law imposing payment of the whole or any part of the aforesaid taxes or assessments upon said mortgagee, or upon any subsequent holder of this mortgage, or upon the rendering by any Court of competent jurisdiction, of a decision holding that any undertaking by said mortgagor to pay such taxes or assessments, or any of them, or any similar undertaking, is in whole or in part legally inoperative or void, then and in such event, the debt hereby secured without deduction, shall at the option of said mortgagee, and without notice to any party, become immediately matured, due and payable, notwithstanding anything contained in this mortgage, or in any law hereinafter enacted. Said mortgagor shall deliver to said mortgagee on or before August first of each year a certificate from proper authority, showing the payment of all such taxes and assessments for the preceding year.

Second: To abstain from commission of waste on said premises and to keep all buildings, fences and other improvements upon said premises in as good repair and condition as they now are and to keep all buildings now and hereafter on said premises insured against fire and tornado for \$4000.00 for the benefit of said mortgagee, in insurance companies acceptable to it and to deliver policies of insurance with satisfactory mortgage clauses and renewal receipts to said mortgagee. Any moneys received on account of any insurance loss may, at the option of the mortgagee, be applied (a) toward payment of the indebtedness hereby secured, notwithstanding the same may not then be due, or (b) to repairing or rebuilding in a manner agreed to by the mortgagee, or (c) may be paid to the mortgagor without affecting the lien of this mortgage for the full amount hereby secured and remaining unpaid.

Third: That as further security to this lien, the said mortgagee shall become subrogated to the original rights of the holder of any lien or encumbrance which has been or shall be paid by the mortgagee or out of the proceeds of the loan secured by this mortgage, although such lien or encumbrance shall have been released of record, and that it may make any payments it may consider necessary to remove, satisfy or extinguish any prior or outstanding title, lien or encumbrance, and may at its option, pay any delinquent taxes or assessments charged against said property, make any repairs necessary for the preservation of the improvements thereon, and may insure said property if default be made in the covenant to insure, and, if it shall appear in any of the Land Departments of the United States Government or in any Court of Tribunal whatever, to defend the title or possession of the mortgaged real estate, or this lien thereon, or appear in any Court to prove the mortgage debt, all the costs and expenses of such appearance shall be repaid by said mortgagor and all sums so expended and such costs and expenses so incurred shall bear interest at the rate of ten per cent per annum from the date of payment by said mortgagee, and shall be an additional lien upon the mortgaged real estate concurrent with and collected in the same manner as the balance of the mortgaged debt hereby secured.

Fourth: As additional and collateral security for the payment of the debt as hereinbefore described and all sums to become due under this mortgage, said mortgagor hereby assigns to said mortgagee all the rents, profits, revenues, royalties, rights and benefits accruing to said mortgagor under all leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and the said mortgagee is further authorized to execute and deliver to the holder of any such lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

Fifth: In order more fully to protect the security of this mortgage, together with, and in addition to the monthly payments of principal and interest set forth in the note secured hereby, the mortgagor will pay to the mortgagee on the first day of each month the following sums:

An installment of the taxes and assessments levied or to be levied against the premises covered by this mortgage, and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may reasonably be required by the mortgagee in amounts, and in a company or companies, satisfactory to the mortgagee. Such installments shall be equal, respectively, to the estimated premium or premiums for such insurance, and taxes and assessments, next due (as estimated by the mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. The said mortgagee shall hold such monthly payments in trust to pay such premium or premiums and taxes and assessments when due. All payments mentioned in this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the mortgagor each month in a single payment to be allocated by the mortgagee to the following items in the order set forth:

- I. Taxes, assessments, fire and other hazard insurance premiums;
- II. Interest on said note;
- III. Amortization of the principal of the note secured hereby.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage.

Sixth: If the total of the payments made by the mortgagor as provided in the preceding paragraph shall exceed the amount of the payments actually made by the mortgagee, for taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the mortgagee on subsequent payments of the same nature to be made by the mortgagor. If, however, the monthly payments made by the mortgagor under said paragraph shall not be sufficient to pay taxes and assess-