

Second—That the parties of the first part agree to keep all buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured for their insurable value in insurance companies acceptable to the party of the second part, with policies payable to it in case of loss to the amount then secured by this Mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings; and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

Third—That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien, or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the herein-described real estate, and be secured by this Mortgage, and may be recovered, with interest at 8 percent, 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.

Fourth—That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed in the State of Kansas upon the said land, premises, or property, or in the event of the passage, after the date of this Mortgage, of any law deducting any lien thereon from the value of land for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sum secured by this Mortgage, together with the interest due thereon, shall, at the expiration of the said party of the second part, without notice, become immediately due and payable. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the 10th day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

Fifth—It is further mutually covenanted and agreed that the party of the second part, its successors and assigns, shall, at their option, be subrogated to the lien, although released of record, of any prior encumbrance, mechanic's, vendor's, or other lien or liens on said premises paid out of the proceeds of the loan secured hereby.

Sixth—As additional and collateral security for the payment of the said Note the Mortgagors hereby assign to said Mortgagee, its successors and assigns, all the rights, rents, royalties, and benefits accruing to the parties of the first part under all oil, gas, or mineral leases on said premises, this assignment to terminate and become void upon release of this Mortgage. Provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no responsibility with reference to such rights, rents, royalties, and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the Lessees in any such leases shall account for such rights, rents, royalties, or benefits to the party of the first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas, or mineral lease seriously depreciate the value of said land for general farming purposes, the Note secured by this Mortgage shall immediately become due and collectible, at the option of the holder of this Mortgage, without notice.

Seventh—That if such payments be made as are herein specified, this conveyance shall be void; but if the Note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute, and the whole of said principal Note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present, or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party interest at the rate of 8 percent per annum, computed annually on said principal Note, from the date of default to the time when said principal and interest shall be fully paid.

Eighth—The taking of any additional security, execution of partial release of the security, or any extension of the time of payment of the indebtedness or renewal thereof shall not diminish the force, effect or lien of this instrument and shall not affect or impair the liability of any maker, surety or endorser for the payment of said indebtedness; that the party of the second part shall have the right to release with or without consideration or credit on the indebtedness hereby secured, any part of the property herein described by adequate legal instrument without regard to the existence of any junior encumbrance and without the consent of such junior encumbrancer, and such release shall have no further effect upon the rank, lien or estate conveyed hereby or against the party of the second part than is therein expressed.

Ninth—The terms, conditions, and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors, and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their names and affixed their seals, on the date and year above mentioned.

Alvin M. Fishburn [SEAL]
Alvin M. Fishburn

Angeline M. Fishburn [SEAL]
Angeline M. Fishburn

[SEAL]

[SEAL]

*From OK
Jury
1936/62*