

FOURTH: That the party of the first part will pay ground rents, taxes, assessments, water rents, and other governmental or municipal charges, fines, or impositions levied upon said premises and promptly deliver to the party of the second part satisfactory evidence of such payments. In default thereof, the party of the second part may pay the same. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or encumbrance 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 above described real estate, and be secured by this mortgage, and may be recovered, with interest at ten per cent (10%), in any suit for the foreclosure of this mortgage.

FIFTH: That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect. Notwithstanding any other provisions of this mortgage or any rights otherwise available to the party of the first part by law, party of the second part shall be chargeable with no responsibility with reference to avails, rents, issues or profits other than those actually received by the party of the second part, and the party of the first part hereby waives the right to claim otherwise.

SIXTH: That the party of the first part hereby agrees to pay all taxes and assessments, general or special, excepting only the federal income tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part therein, or the interest thereon or income therefrom; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, in any such event, the debt hereby secured, without deduction, shall, at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. The party of the first part further agrees 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 agrees to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

SEVENTH: Notwithstanding any other provisions herein contained, a default in the prior encumbrance hereinbefore mentioned shall be a default hereunder.

EIGHTH: As additional and collateral security for the payment of the said note the mortgagor hereby assigns to said mortgagee, its successors and assigns, all the rights, rents, royalties and benefits accruing to the party of the first part under all oil,