together with all rights, privileges, easements and appurtenances attaching or belonging thereto, and the rents, issues, and profits thereof, and all buildings, improvements and fixtures now or hereafter erected or installed thereon, all of which are herein collectively called "the premises";

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TO HAVE AND TO HOLD THE SAME UNTO MORTGAGEE FOREVER; PROVIDED, HOWEVER, that mortgage is given to secure payment of the indebtedness evidenced by (a) a certain promissory note of David A. Schoneweis and Bernice B. Schoneweis, his wife for \$ 16,500,00

August 21 . 19.64 \_\_\_\_\_, payable to Mortgagee or order, in installments as therein provided, with final

maturity on <u>August 1</u>, 1924, together with interest as provided therein product, with that tension or renewal thereof, and to secure performance of each and every obligation set out therein or herein or in any other instrument given to secure such indebtedness; if Mortgagor shall so pay or cause to be paid all indebtedness and interest evidenced by said note or hereby secured and perform or cause to be performed each and every obligation of Mortgagor herein or in said note or other instruments or instruments or naised, then this mortgage shall be released according to law and at Mortgagor's expense, but otherwise shall remain in full force and effect.

As ADDITIONAL SECURITY for the performance of each and every obligation hereby secured Mortgagor here-by assigns to Mortgagee (with accountability only for sums actually received by it) all rents, royalties, or other income due or to become due under any or all leases or rental agreements now or bereatter on or affecting said premises or any part-thereof, or otherwise due or to become due for the use or occupation thereof or the taking of oil, gas or other hydrocarbon subitances therefrom, reserving to Mortgagor, however, so long as no default occurs in any such obligation, the tight to collect and retain such rents, royalties and other income as they become due and payable; and should the premises, or any part thereof, be condemned under the power of eminent domain, the damages awarded, to the extent of all indebtedness hereby secured, shall be paid to and are by Mortgagor hereby assigned to Mortgagee, which shall pay or apply the same in the manner and to the extent herein provided for insurance money.

## MOR'TGAGOR HEREBY COVENANTS AND AGREES WITH MORTGAGEE THAT:

MORTEGAGE, HEREBY COVENANTS AND AGREES WITH MORTEGAGEE THAT:

Until all indebtedness hereby secured be fully paid, Mortgaged shall before delinquency pay all taxes, assess ments, and charges, general or special, levied or charged against said premises or any part, thereof, and deliver to Mortgage stisfactory evidence of such payment, and Mortgage shall contantly keep said buildings and improvements in survey in form, amount and company or companies satisfactory to Mortgage, gamant loss by fire, windstorm and such berlen there in form, amount and company or companies satisfactory to Mortgage, gamant loss by fire, windstorm and such there haards as Mortgage may reasonably require, with customary mortgagees, aclause in favor of Mortgagee, and keep the policy or policies therefor deposited with Mortgage, which may demand, collect and receive any or all money become mag payable thereunder and at its option apply the same or any part thereol on much item or items of such indebtedness is it may determine, whether then due or not, or without affecting the amount hereby secured or any right of Mortgage bereinder, pay the same or any part thereot to Mortgager or otherwise for the repair or construction of such buildings or improvements to damaged or destroyed; and Mortgager or otherwise for the repair or the custom and repair and free from all liens and claims of every kind which may be prior hereto, and shall commit no waste thereon, and shall obey all laws, ordinances and governmental regulations applicable to said premises or the use or occupancy thereof, and should Mortgager. There and a to for some type of his obligation hereunder, then Mortgager may at an observed, and Mortgage for such default, do or cause to be done in effect such acts as Mortgagor without affecting its right to foreclose this mortgage for such default, do or cause to be done in effect such acts as Mortgagor without affecting its right to foreclose this mortgage for such default, do or cause to be done in effect such acts as Mo

tepaid by Mortgager. 2. Said Mortgager, in order more fully to protect the security of this mortgage does hereby covenant and agree that, together with and in addition to the payments herein provided, he will pay monthly during the life of this mort-gar, to the Moutgager on the first day of each month, until the said principal amount and interest are fully paid, a sum equal to one-twelfth (1/12th) of the known or estimated yearly taxes, assessments and premiums for such insurance as may be required. The Mortgagee shall hold such monthly payments, without obligation to pay interest, thereon, to pay such taxes, assessments and insurance premiums when due. Mortgager grees that sufficient fonds will be so accumulated of the payment of said charges one month prior to the due date thereof. In the event of forefosure of the premises herein, or if the Mortgagee shall hold such monthly payments, without so accumulated will be credited on account of the unpaid principal and interest. If the total of the monthly payments as made under this paragraph shall be such as made actually made by the Mortgagee, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments as made under this paragraph shall be insufficient to pay uch taxes, assessments and insurance premiums when due, then said Mortgager shall pay the amount necessary to make up the difficiency which payments shall be secured by this instrument. To the extent that all the provision of this paragraph for such payments and premiums when due, then sind Mortgager are compliance with Mortgagee at its option to the payments and and the coverants contained in paragraph 1 herein as to the amount paid only, but on the payments and assessments and insurance premiums to the Mortgagee are to the anount paid only, but on the payments and assessments and insurance premiums to the Mortgagee are to mapliance with Mortgagee and be relieved of compliance with the coverants contained in paragraph 1 herein

3. If default be made in payment of any indebtedness evidenced by said note, or any interest thereon, when due, or in the faithful performance of any obligation of Mortgagor contained therein, or herein, or in any other instru-ment evidencing or securing such indebtedness, then the entire principal of such indebtedness and the accrued interest thereon shall at Mortgager's option become immediately due and payable.

4. In case of default under any obligation hereby secured, this mortgage may be foreclosed and Mortgagee shall be entitled to judgment for all sums hereby secured and for costs, including the cost of any title evidence incident to such foreclosure, all of which shall be an additional charge against said premises and secured by this mortgage, and to a decrete for the sale of said premises in a satisfaction of such judgment foreclosing each and every right and equity of Mortgager or any person claiming under him in or to said premises. At any such alle the said opermises may be sold as a whole or in parcels as Mortgager may determine, and Mortgage shall have the right to bid for and purchase same, or any part determine, and Mortgage shall have the right to bid for and purchase same, or any part determine, and Mortgage of title evidence: (b) to Mortgage on the unpaid principal balance of all indebtedness hereby secured, including cost of title evidence; (b) to Mortgage hereunder; (c) to Mortgage or all interest due on said indebtedness including such advances and expenditivers; and (d) the remainder, if any, to the Mortgagor or other person lawfully entitled thereto.