

AS ADDITIONAL SECURITY for the performance of each and every obligation hereby secured Mortgagor here by agrees to Mortgaggee (with accountability only) to signs, seals, received by us at rents, royalties, or other income due or to become due under any oil leases or rental agreements now or hereafter in effecting said premises, or any part thereof, or otherwise due or to become due for the use or occupancy thereof or the taking of oil gas or other hydrocarbons substance, therefrom, reserving to Mortgagor however, so long as payment occurs in full such obligations the right to collect and retain such rents, royalties and other income as they become due and payable, and should no payment, or any part thereof, be made to us under the power of attorney herein the damages awarded to us in case of an undelivered hereby secured oil, gas and/or water by Mortgagor herein assigned to Mortgaggee which shall pay or apply the same in the manner in which the event hereof provided for insurance money.

MORTGAGOR HEREBY COVENANTS AND AGREES WITH MORTGAGEE THAT

1. Said oil indebtedness hereinafter referred to as fully paid, Mortgagor shall make deliquesce up to all taxes, rents and charges, general or specific, levied or charged upon said premises or any part thereof, and deliver to Mortgaggee sufficient evidence of such payment and "keep it constantly kept up" buildings that improvements installed for an amount paid company or companies substantial to the best of his knowledge, loss by fire, windstorm and such other hazard as Mortgagor may reasonably conceive will customary not exceed clauses in favor of Mortgagor, and keep the policies of policies hereafter deposited with Mortgaggee, which may from time to time receive any or all money in excess of what is further under and at its option apply the same or any part thereof on such loss or item of such indebtedness as it may determine, whether then due or not, or without affecting the amount due by secured of any part of above-mentioned payment, taxes or any amount due to Mortgagor or otherwise for regular reconstruction of such buildings or improvement to damage or destruction, and Mortgagor shall keep said premises in good condition and repair free from all defects and clogs of every kind which may be prior hereto and shall cause no waste thereof, and shall obey all laws, ordinances and government regulations applicable to said premises on the use of described property hereto, and should Mortgagor fail to duly perform any of his obligations hereunder, then Mortgaggee may at its option and without advertising, or right to foreclose this mortgage for such default do or cause to be done in effect such act, as Mortgagor was subordinated to, and Mortgagor shall be liable to Mortgaggee the amount of all costs and expenses arising in part of Mortgagor's wilful increase thereof at ten per cent per annum from date of such payment by Mortgagor until so repaid by Mortgagor.

2. Said Mortgagor, in order more fully to protect the validity of this mortgage does hereby, to mortal and agree with and negotiate with the holder of the payment hereto provided he will pay monthly during the life of this mortgage 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 Mortgaggee shall hold such monthly payments without obligation to pay interest thereon, to pay such taxes, assessments and insurance premiums when due. The Mortgagor agrees that sufficient funds will be accumulated for the payment of said charges one month prior to the due date thereof and that he will furnish Mortgaggee with proper statements covering the same 15 days prior to the due dates aforesaid. In the event of foreclosure of the premises herein, or if the Mortgaggee should take a deed in lieu of foreclosure, the amount 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 exceed the payments actually made by the Mortgagor, such excess shall be deducted on subsequent monthly payments of the same amount, but if the total of such monthly payments so made under this paragraph shall be insufficient to pay such taxes, assessments and insurance premiums when due, then said Mortgagor shall pay the amount necessary to make up the deficiency and payments shall be secured by this instrument. To the extent that all the provisions of this paragraph are in conflict with the terms of the original instrument, the original instrument shall control, and Mortgagor shall be relieved of compliance with the provisions contained in paragraph 1 hereto as to the language and only, but nothing contained in this paragraph shall be construed as in any way limiting the rights of the Mortgaggee at its option to say any and all of said terms when ready.

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

4. In case of default in any obligation hereby secured, this mortgage may be foreclosed and Mortgagor shall be entitled to judgment for all sums hereby secured, or 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 decree for the sale of said premises in satisfaction of such judgment foreclosing each and every tract, land and county of Mortgagor or any person claiming under him in or about premises. At any such sale the said premises may be sold as a whole or in parcels as Mortgagor may desire; and Mortgagor shall have the right to bid for and purchase same, in any portion thereof. The proceeds of any such sale shall be paid and applied in the following order: (a) on the costs and expense of such sale or foreclosure proceedings, including cost of title evidence; (b) to Mortgagge on the unpaid principal balance of all indebtedness hereby secured, including all sums advanced or expended by Mortgagor hereunder; (c) to Mortgagge on all interest due or said indebtedness including such advances and expenditures, and (d) the remainder, if any, to the Mortgagor, or other person lawfully entitled thereto.

5. Mortgagor may at any time and from time to time without notice and without affecting the personal liability of any person for payment of any indebtedness hereby secured or the loss thereof on the remainder of the premises, to any or all of the following: (a) release any person liable for any indebtedness hereby secured; (b) release any part of said premises from the lien hereon; (c) by agreement with any person obligated to any indebtedness hereby secured or having any interest in said premises extend or renew all or any part of said indebtedness.

6. In the event of the passage after the date of this instrument of any law deducting from the value of the land for the purpose of taxation any or either of providing or changing in any way the law, now in force, for the taxation of mortgages or debts secured thereby, for state or local purposes, or the manner of the collection of any such taxes or as to affect the interest of the Mortgagor, the whole sum secured by this instrument will interest therein, at the option of the Mortgagor, shall immediately become due and payable and collectible in four pence.

7. This mortgage shall mean and be construed herein to mean by the term "the sum" of the principal sum hereby due to the then owner of the real estate described herein, provided that no such additional sum shall be made if the making thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal indebtedness named herein. Each such additional sum shall be evidenced by a note or other evidence of indebtedness identifying such additional sum as part of the indebtedness secured hereby, and shall mature not later than the then maturity date of the original indebtedness secured hereby. Nothing herein contained shall any way obligate or bind any party to any holder of said notes or make any such additional sum.

8. Mortgagor hereby waives, so far as lawfully may be done and allowed under the homestead, redemption, redemption, stay or appraisal laws of the State of Kansas. Should this instrument be executed by more than one person as Mortgagor, each and every obligation of Mortgagor herein set out shall be joint and several. Each and every provision hereof shall bind and control to the benefit of the parties hereto and their respective assigns and successors in interest.

9. In the event of foreclosure and sale of the Mortgaged premises under this mortgage, Mortgagor hereby waives the period of redemption under the laws of the State of Kansas.