With the appurtenances thereto and all the right, title and interest of the Mortgagors therein.

The mortgagors covenant and agree that at the delivery hereof they are the lawful owners of the above described prop-erty, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that they will warrant and defend the same against any and all claims whatsoever.

This mortgage is given to secure payment of the sum of Ten Thousand and no/100-----

DOLLARS (10,000.00 )

and interest thereon, according to the terms of promissory note's this day executed and subsequently to be executed by the mortgagers to the mortgagee, and all other sums which may hereafter be owing to the mortgagee by the mortgagers or any of them, however evidenced; it being understood and agreed that the mortgagee may from time to time make loans and advances to the mortgagers or any of them and that all such loans and advances and the interest thereon will be secured by this mortgage: provided that the aggregate principal amount of the loans and advances hereunder shall at no time exceed the amount hereinbefore stated.

The mortgagors agree to pay all taxes assessed against the mortgaged property before any penalties or interest accrue thereon, and also to keep the improvements on the property covered by policies of fire and extended coverage insurance to the satisfaction of the mortgagee; in default whereof the mortgagee may pay taxes, accruing penalties, interest and costs, and may procure hazard insurance, and each of its disbursements for such purposes shall be an additional debt secured by this mortgage and shall bear interest at the rate of 10% per annum until repaid to the mortgagee.

The mortgagors agree not to commit or suffer any waste of the mortgaged property.

If default be made in payment when due of any indebtedness secured hereby, in payment of taxes when due, or in the covenant to insure, or if any other terms of this mortgage or of the notes secured hereby shall be breached by the mortgagers, then all the indebtedness secured hereby, including sums disbursed by the mortgage in payment of taxes and insurance premiums, shall at the option of the mortgage become immediately due and payable and the mortgage shall be entitled to foreclose this mortgage as provided by law; and all such indebtedness shall bear interest at the rate of 10% per annum from the time of such default until paid.

As additional and collateral security for the payment of all indebtedness and interest secured hereby, the mortgagors hereby transfer, assign, set over and convey to the mortgagee all rents royalties, bonuses, delay moneys or other income that may from time to time become due and payable under any oil, gas, mineral or other lease of any kind now existing or here-after to come into existence covering said property or any portion thereof, with authority to collect the same; and the mort-ragors agree to execute, acknowledge and deliver to the mortgagee such deslis or other instruments as the mortgagee milly require in order to facilitate the payment to it of such rents, royalties, bonuses, delay rentals or other income, which rights are to be exercised by the mortgagee only in the event of delinquency or default in compliance with the terms of the mortgages. This assignment shall terminate and become void upon the payment and release of this mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said property, then all indebtedness accured by this mortgage shall thereupon become due and payable, at the option of the mortgage.

IN TESTIMONY WHEREOF, the mortgagors hereunto subscribe, their names on the day and year first above written

Arthur J. Bean Edna Jane Bean, his wife

105

105

STATE OF KANSAS, COUNTY OF

BE IT REMEMBERED, that on this 3rd day of August

19 68 , before me the un signed a notary public in and for the County and State aforesaid, came Arthur J. Bean & Edna Jane Bean, his wife, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

WHEREOF, I hereunto set my hand and affix my official seal, on the day and year last above written NARY Notary Public 12 14ay Countiested experies Georgia Neese Gray January 29, 1969. The COUNTY

Janue Been Register of Deeds