

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of One Hundred Ten Thousand and no/100-----DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable ~~as follows~~ as recited in the said certain mortgage note of even date herewith.

*by continuous monthly installments of \$903.05 commencing October 10, 1969, said installments first applying to interest then to principal. The unpaid principal balance, if any, at maturity, September 10, 1989, shall be due on that date if not sooner paid.

19	\$	19	\$
19	\$	19	\$

to the order of the said party of the second part with interest thereon at the rate of 7 3/4 per cent per annum, payable ~~monthly~~ ^{monthly} ~~on the tenth day of each month~~ ^{on the tenth day of each month} ~~in every year~~, according to the terms of said note; both principal and interest and all other indebtedness accruing thereunder being payable in lawful money of the United States of America, at THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas, or at such other place as the legal holder of the principal may in writing designate, and said note bearing ten percent interest after maturity.

...that

One hundred ten thousand and no/100 ----- DOLLARS,
in lawful money, to be paid to the party of the second part with interest payable to it in case of loss to the
amount insured by the first part, to assign and deliver to it with satisfactory mortgage clauses, all the
policy or policies of insurance and to the insurance companies when the same in case of loss it is agreed
that the proceeds of the second part shall collect the insurance moneys or may deliver the policies to the said parties
of the first part for collection. In the event of the election of the said party of the second part, the insurance moneys shall
be paid to the said party of the first part on the interest as secured hereby or in rebuilding.

It is further agreed that said party may make any payment to be necessary to remove or extinguish any
standing lien, lien or encumbrance on the premises hereby conveyed, and may pay any taxes, assessments,
charges, interest, and principal, and property and casualty insurance said property. If default be made in the
performance of said obligations, then the party shall become a lien creditor and have a perfected lien est.
in the premises, and may be recovered, with interest at ten per cent, in any suit for the recovery of
the same. In the case of foreclosure it is agreed that the judgment rendered shall provide that the
said estate shall be sold together and not in parcels.

That in case of default of any of the covenants or agreements herein contained, the rents and the 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 itself or otherwise, as it may deem proper.

That the parties of the first part have agreed to pay all taxes and assessments, general or special, levied upon the said land, premises or property, or upon the interest of the party of the second part, and the first part further agree not to suffer or permit all or any part of the taxes or assessments to remain delinquent, nor to permit the said property, or any part thereof, or any interest thereon, to be sold for taxes; and further agree to furnish annually to the party of the second part, on or before the first day of January, a certificate of the proper authority, showing full payment of all such taxes and assessments.

...to the party of the second part, its successors and assigns, that all the covenants and conditions of the parties of the first part, contained in and to the said lease, shall extend to and bind their heirs, executors, administrators, successors and assigns, and to the agent or the party of the second part, its successors and assigns.

As additional and collateral security for the payment of the said note the mortgagor hereby assigns to the mortgagee, his successors and assigns, all the rights, rents, royalties and benefits accruing to the mortgagor under all oil, gas or mineral leases on said premises and its assignment to the mortgagee on 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, except as to sums actually collected by it or them, and that the lessors in any such lease shall account for such rights, rents, royalties or benefits to the party of the first part or its assigns and notified 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.

THIRD. 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 null and void and the whole of said principal note shall immediately become due and payable at the option of the holder 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 may hereafter be 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 part interest at the rate of four per centum compounded annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

10. The conditions and provisions hereof, whether so expressed or not, apply to and bind