by assigns to Mortgagee (with accountability only for sums actually received by it) all rents, royalties, or other income due of to become due under any or all leases or rental agreements now or hereafter on gr affecting said actusts of any part thereof, or otherwise due or to become due for the use or occupation thereof or the taking, of oil, gas on other hydrocarbon substances therefrom, reserving to Mortgagor, however, so long as no default occurs in any such obligation, the right to collect and retain such rents, royalties and other income as they become fine 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.

## MORTGAGOR HEREBY COVENANTS AND AGREES WITH MORTGAGEE THAT

1. Until all indebiedness heneby schured be hilly paid, Mortgagor shall before definquency pay all-taxes, assess mems, and charges, general or special, levied or charged against Sad premises or any part thereof, and deliver to Mort gaged satisfactory evidence of such payment, and Mortgagor shall constantly keep said buildings and improvements in surface form, amount and company or companies satisfactory to Mortgage, against loss by fire, windstorm and such order hazards as Mortgagee may reasonably tequire, with customary mortgage is clauses in favor of Mortgage, and keep ing payable therefore deposited with Mortgage, which may demand, collect and receive any or all minore becaus ing payable therefore deposited with Mortgage, which may demand, collect and receive any or all minore becaus is it may determine, whether then due or not, of without allecting the amount hereby secured or any right of Mortgagee hereunder, pay the same or any part thereof to Mortgagor shall keep said premises in good condition and repair and or improvements so damaged or destroyed, and Mortgagor shall keep said premises in good condition and repair and or improvements and claims of every kind which may be prior hereto, and shall commit no waste there and a shall obey all laws, ordinances and governmental regulations applicable to said premises or the use or occupancy thereof, and affecting its right to forectose this mortgage for such default, do or cause to be done in effect such asts as Mortgagor was so obligated to do, and Mortgagor shall on demand repay to Mortgagee the tanount of all costs and explange thereof, and without affecting its right to forectose this mortgage for such default, do or cause to be done in effect such asts as Mortgagee until so obligated to do, and Mortgagor shall on demand repay to Mortgagee the tanount of all costs and explange thereof so paid by Mortgager.

repaid by Mortgagor. 2. Said Mortgagor, 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 gage, to the Mortgagee on the first day of each month, until the said principal amount and inferest are fully paid, a sum equal to one twellth. (1/12th) of the known or estimated yearly takes, assessments and premiums for such insurance as may be required. The Mortgagee shall hold such monthly payments, without obligation to pay interest thereon, to paid ed for the payment of said charges one month prior to the due dates thereof and that he will turnish Mortgagee with proper statements covering the same 15 days prior to the due dates thereof. In the event of foredosure of the predices account of the unpaid principals and interest. If the total of the monthly payments as made under this paragraph shall the same nature, but if the total of such monthly payments is omade under this paragraph. shall be insufficient to pay such taxes, assessments and insurance premiums when due, then said Mortgagor shall pay the amount nonthly payments of the same nature, but if the total of such monthly payments is made under this paragraph. shall be insufficient to pay such taxes, assessments and insurance premiums when due, then said Mortgager are complied with, said Mortgager to payments of taxes, assessments and insurance premiums to the Mortgager are complied with, said Mortgager shall be relieved of compliance with the coverants contained in paragraph I herein as to the amount spaid only, but to pay any and all of said items when due.

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 Morigagor 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 Mortgagee'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 suns 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 decree for the gale of said premises in satisfaction of such judgment foreclosing each and every right and equity of Mort-gagor or any person claiming under him ha or to said premises. At any such sale the said premises may be sold as a whole or in parcels as Mortgagee may determine, and Mortgagee shall have the right to bid for and purchase same, or any part thereof. The proceeds of any such sale shall be paid and applied in the following order: (a) on the costs and expenses of such sale or foreclosure proceedings, including cost of title evidence; (b) to Mortgagee on the unpaid principal bal-ance of all indebtedness hereby secured, including all sums advanced or expended by Mortgagee hereunder; (c) to Mortgagee on all interest due on said indebtedness including such advances and expenditures; and wd) the remainder, if any, to the Mortgagor or other person lawfully entitled thereto.

5. Mortgagee 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 sedured or the lien-hereof on the remainder of said pre-mises, do 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 hereof; (c) by agreement with any person obligated on 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 attended date of this instrument of any law deducting from the value of the land for the purpose of taxation any lien thereon, or providing or changing in any way the laws 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 so as to affect the interest of the Mortgagee, the whole sum secured by this instrument with interest thereon, at the option of the Mortgagee shall immediately become due, payable and collectible without notice.

7. This mortgage shall also secure additional loans hereafter made by the then holder of the note secured here by to the then owner of the real estate described herein, provided that no such additional loan shall be made if the mak-ing thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal indebtedness stated herein. Each such additional loan shall be evidenced by a note or other evidence of indebtedness identifying such additional loan as part of the indebtedness secured hereby, and shall mature not later than the then maturity date of the driginal indebtedness secured hereby. Nothing herein contained shall imply any obligation on the part of any holder of said note to make any such additional loan.

8. Mortgagor hereby waives, so far as lawfully may be, each and every benefit under the homestead, exemption, 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 inure to the benefit of the parties hereto and their respective assigns, and successors in

IN WITNESS WHEREOF, said Mortgagor has hereunto set his hand and seal the day and year first above written.

Thaty E. Dietrich (SEAL)