~~That, the said mortgagee shall be subrogated for further security to the lien,~~ although released of record of any and all encumbrances paid out of the loan proceeds secured by this mortgage and that it may make any payments necessary to remove, satisfy or extinguish any or any similar undertaking, is in whole or in part legally inoperative or void, then in such event, the debt hereby secured without deduction, shall at the option of said mortgagee, and without notice to any party, become immediately matured, due and payable, nothwithstanding anything contained in this mortgage, or in any law hereinafter enacted. Said mortgagor to furnish said mortgagee, or assigns

, on or before August 1st of each year a Certificate from proper authority, showing the payment of all such taxes and assessments for the preceding year.

That, the said mortgagee shall be subrogated for further security to the lien, although released of record of any and all encumbrances paid out of the loan proceeds secured by this mortgage and that it may make any payments necessary to remove, satisfy or extinguish any prior or outstanding title, lien or encumbrances, and may at its option, pay any delinquent taxes or assessments charged against said property, make any repairs necessary for the preservation of the improvements thereon, and may insure said property if default be made in the covenant to insure, and, if it shall appear in any of the Land Departments of the United States Government or in any Court or Tribunal whatever, to defend the title or possession of the mortgaged real esate, or this lien thereon, or appear in any Court to prove the mortgage debt, all the cost and expenses of such appearance, shall be allowed ~~by said~~ mortgagor and all sums so expended and such costs and expenses so incurred shall bear interest at the rate of ten per cent, per annum from the date of payment by said mortgagee, and shall be an additional lien upon the mortgaged real esate concurrent with and collected in the same manner as the balance of the mortgage debt, hereby secured.

And as additional and collateral security for the payment of the debt as hereinbefore described, all awards of damages or compensation of any nature for any part of said property injured, conveyed, or taken by condemnation for public use, are hereby assigned to and shall be paid to Mortgagee; and, said mortgagor hereby assigns to the said mortgagee, all right, title and interest in and to all royalties and rentals accrued and accruing to them under all oil, gas, mineral, agricultural or other leases on said real estate and directs any lessee on demand, to pay to the said mortgagee, all royalties and rentals that may be payable under the terms of any such lease of said real estate; provided, that so long as no default be made in the payment of the principal debt hereby secured, or the interest thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, said mortgagor shall retain possession of the premises hereby conveyed and shall be entitled to appropriate all rents, income and profits derived therefrom; this assignment to terminate and to become void upon the release of this mortgage.

That, the property herein described being located in the State of Kansas, this mortgage and the rights and the indebtedness hereby secured, shall, without regard to the place of contract or payment, be construed and enforced according to the laws of Kansas, with reference to the laws of which State, the parties to this agreement are now contracting, and that appraisement is waived.

That, if suit shall be filed for the foreclosure of this mortgage, the mortgagee may have the abstract of title to the above described real estate, extended from the date of record of this mortgage to the date of filing such foreclosure suit at the expense of the mortgagor and have such abstracting expenses charged and assessed against said mortgagor in said foreclosure action as a part of the costs therein.

Now. If said payments are made as provided, and all covenants and agreements herein fulfilled, this mortgage shall be null and void, and shall be released of record at the cost of said mortgagor, which cost said mortgagor agrees to pay, but if the mortgagor as aforesaid, shall make default in the payment of any note or interest at maturity, or any interest thereon when due, or the taxes or assessments as aforesaid, or any part of either, or if waste be committed on or improvements be removed from said real estate without written consent of the mortgagee, or if by reason of operation under any oil, gas or mineral or other leases, the premises are rendered unfit for agricultural purposes in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured, shall at the option of said mortgagee become immediately due and payable without notice to any party, and no failure of the said mortgagee to exercise any option to declare the maturity of the debt hereby secured, shall be deemed a waiver of the right to exercise any option at any other time, as to any past; present or future default hereunder, but said mortgagee may without notice, at any time after a default as aforesaid, or a breach or violation of any of the covenants or agreements herein, immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same, to receive and collect the profits, rents, issues and royalties thereof, under direction of the Court, and any amount so collected by said Receiver, shall be applied under the direction of the Court, to the payment of any judgment rendered, or amount found due, upon foreclosure of this mortgage. In case of foreclosure, it is agreed that the judgment rendered shall provide that all of said real esate shall be sold together, and not in parcels.

IN WITNESS WHEREOF, The said first parties hereunto set their hands, the day and year first above written.

B C D INVESTMENT CO., INC.

James F. Coleman President
James F. Coleman

Virginia M. Coleman
Virginia M. Coleman
Treasurer

STATE OF KANSAS, RENO COUNTY, SS.

BE IT REMEMBERED, That on the 28th day of June A. D. 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James F. Coleman, President and Virginia M. Coleman Treasurer of B C D INVESTMENT CO., INC. and such officers to me personally known to be the same person s who executed the foregoing instrument, and duly acknowledged the execution of the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

MARCHETA E. LINK, NOTARY PUBLIC Notary Public.
(Commision expires February 25, 1975.)

Recorded June 30, 1971 at 11:35 A.M. Janice Beeson Register of Deeds