

its successors and assigns, forever, against the lawful claims of all persons whomsoever. Provided, Always, and these presents are upon the following agreements, covenants and conditions, to wit: First. The said parties of the first part are justly indebted to the party of the second part in the sum of Thirty seven Hundred 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 on the first day of December 1919, to the order of the said party of the second part with interest thereon at the rate of Six per cent. per annum, payable semi-annually, on the first days of June and December in each year, according to the terms of interest notes thereto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at Chemical National Bank, New York, N. Y. or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent. interest after maturity. Second. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien of incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments, charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered, with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels. Fourth. That in case of default of any of the covenants or agreements herein contained, the rents and profits of said 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 a receiver or otherwise, as it may elect. Fifth. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed in the state of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this Mortgage is held by a Non-resident of the state of Kansas upon this Mortgage or the debt secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the state of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, and in any such event, the debt hereby secured without deduction, shall, at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law here-