THIRD. That the party of the second part may make THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxee or assessments charged against said property, and may insure said property if default be made in the covenant to insure, and if suit shall be filed for the foreclosure of this mort-gage, may have the abstract of title extended from the date of record of this any payments necessary to mortgage to the date of filing such foreclosure suit, at the expense of the parties of the first part; 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 interpst at ten per cent, in any suit for the foreclosure of this mortgage In caseof 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 the 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 of otherwise, as it may elect.

FIFTH. That the parties of the forst part hereby agree pares and assessments general or special, which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to

become or remain delinquent, or any interest therein to be sold for taxes. SIXTH, That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns

SAVENTH. That if such payments be made as herein specified this conveyance shall be void, but if any note herein described, whether for principal or interest, 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, or if at any time any law, either federal or state, should the passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds, or upon the principal or interest money secured by bonds or mortdages or by virtue of which the owner, for the time being, of the land above described, shall be authorized to pay any such tax upon said bond or mortgage, or principal or interest thereby secured, or on the security, or either of them, and deduct the amount of such tax paid from any money or principal or interest secured by said bond and mortgage, then in any such case the said principal sum herein secured, with all arrearages of interest thereon, shall at the option of the holder of this mortgage be and become immediately due and payable, any thing in the note or bond hereby secured or in this mortgage contained to the contrary notwithshanding; and it shall then be lawful, and said mortgagors do authorthe the said mortgagee to at once foreclose this mortgage; and no failure of the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such optthe debt neresy secures shall be decided a matter of right to the debt and ope ion at any other time as to past, present or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid when due, the first parties agree to pay to said second party interest at the rate of ten per

cant, per annum, computed annually on said principal note, from the date ofdefault to the time when said principal and interest shall be fully paid. FIGHTH. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to them under all dil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above

> Frank 0. Wells (seal) Vivian L. Wells

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Dec.

Recorded

State of Kansas, Douglas County, ss. BE IT REMEMPERED, That on this 3rd day of February A.D. 1921, before me, Frank O. Wells and Vivian L. Wells, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the IN WITNESS WHEREOF, I have have hereunto set my hand and affixed my

C. E. Cory

Notary Fublic

Fegister of Deeds

official seal the day and year last above written.

( Commission Expires Dec. 16 1922) (L.S.) Recorded March 18th, 1921,

At 9:30 oclock A.M.

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Hecorded.

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