

hereto belonging or in any wise appertaining, and all the rights of Homestead Exemption, to the said second party and to the successors and assigns of said second party, forever, for the uses and purposes herein expressed: AND EACH OF THE PERSONS TOGETHER CONSTITUTING SAID FIRST PARTY, hereby severally expressly covenants, promises and agrees to and with said second party, and all said persons together constituting said first party, jointly covenant, promise and agree to and with said second party, as follows, to-wit: (1) That said first party is the owner of said real estate in fee simple, and has good right to sell and convey and mortgage the same: (2) That said real estate is free from all liens and encumbrances; (3) That said first party is in peaceable possession thereof and will forever warrant and defend the same against the lawful claims of all persons whomsoever; (4) To pay the Principal and Interest moneys hereby secured when and as the same shall become due and payable, without deduction for any taxes, rates or governmental charges of any kind, any and all which said taxes or governmental charges upon the ownership of the party of the second part hereto, or upon the Notes or indebtedness secured hereby, shall be paid by the party of the first part; (5) Not to commit or permit waste on said real estate, nor allow any of the buildings situated thereon to become vacant or unoccupied; (6) To pay all taxes and assessments of every kind which may be levied or assessed within the State of Kansas, upon said real estate, or any part thereof, or upon the ownership of said party of the second part in said real estate, or upon the Notes or indebtedness secured by this Mortgage, before any taxes and assessments as aforesaid may become delinquent; (7) To procure and keep in force, Policies of Fire Insurance, insuring the buildings which now are, or hereafter may be on said real estate, for an amount and in Stock Companies at all times satisfactory to said second party, so long as any part of the indebtedness hereby secured shall remain unpaid, and to deliver the Policies representing said insurance, to said second party, with standard New York and Pennsylvania non-contributory Mortgage Clauses attached to said Policies, making the loss thereunder, if any, payable to said second party as additional security; (8) That said second party pay any and all taxes or assessments as in this Mortgage provided, redeem said real estate from tax or assessment sale, remove all statutory or other liens therefrom, and procure said Fire Insurance, on failure of the first party so to do; and all moneys so advanced, with interest at the yearly rate of ten per cent., shall be secured by this Mortgage, and shall be repaid by said first party on demand, or on demand made upon the party then in possession of said real estate; (9) If default shall be made in the payment of said Principal or Interest Notes, or any of them, when due, or if there shall be default in the performance of any covenant, undertaking, promise or condition expressed in or implied by this mortgage and by the party of the first part to be kept and performed, then and in either such case the whole indebtedness secured hereby, including all payments made by the party of the second part for liens, taxes, assessments, fire insurance premiums, costs, charges, or otherwise howsoever, shall, at the option of said second party, forthwith become due and payable, and may be collected at once by foreclosure or otherwise, without notice of breach of such covenant, condition, promise or undertaking; (10) That the principal sum secured by this mortgage, less any proper credit for money already paid on account of said principal, shall, in case of default and the exercise of such option, bear interest until said principal sum shall be fully paid, at the yearly rate of ten per cent., as agreed, assessed and liquidated damages for such default, and this Mortgage shall stand as security therefor and thereupon may be foreclosed to pay the same; (11) That upon such default it shall be lawful for the party of the second part, at the option of said party of the second part, forthwith to enter into and upon the real estate hereby granted, or any part thereof, and to receive all rents, issues and profits thereof; (12) That if any proceedings shall be brought to foreclose this Mortgage or to collect the principal or interest represented by the Notes hereinbefore recited, the Court may, upon application at any time during such proceedings or during any period of stay or <sup>prolongation</sup> of redemption from the foreclosure or other judgment or decree, appoint a Receiver to take possession, control and care of said real estate and collect the rents and profits thereof and apply the net proceeds to the payment of the debt hereby secured; and such application for the appointment of a receiver shall in no manner prevent or retard the collection of all sums secured by this mortgage, either by foreclosure or otherwise; (13) That any failure of the party of the second part to exercise any right or option by this Mortgage given or reserved to said party of the second part, shall not estop said party of the second part from exercising any such right or option upon any subsequent default of the party of the first part; (14) That all rights and remedies given or reserved to said second party, shall be cumulative and may be all exercised simultaneously, so that the exercise of one or more of said rights or remedies shall not exclude or prevent the exercise of the other thereof; (15) That this Mortgage and the Principal and Interest Notes by this Mortgage secured, are made and executed under and are in all respects to be construed by the laws of the State of Kansas; (16) That all the covenants, promises, undertakings, agreements, rights, remedies, privileges, benefits and obligations by this instrument imposed upon or reserved unto the respective parties hereto, shall respectively extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of said parties; PROVIDED ALWAYS NEVERTHELESS, That if said first party shall pay all said indebtedness and shall fully keep and perform all the covenants, undertakings, promises and agreements by said first party to be kept and performed, as expressed in this Mortgage or in the Principal and Interest Notes accompanying the same, then this Mortgage shall be void and shall be released according to law at the cost of said first party, otherwise to be in full force and virtue. IT IS HEREBY AGREED BY THE SECOND PARTY, That, One Hundred Dollars or any multiple thereof may be paid at any interest period on account of the principal of this Mortgage, with a corresponding reduction in interest.

In Witness Whereof, each of the persons hereinbefore recited as constituting together the party of the first part, has herunto set his or her hand and seal the day and year first