

Together with all and singular the tenements, hereditaments rights, privileges and appurtenances thereunto belong or in anywise appertaining; hereby releasing and waiving all rights under and by virtue of the Homestead or Homestead Exemption laws of the State of Kansas, and all right to retain possession of said real estate after default in payment, or after breach of any covenant or undertaking herein by said party to be kept and performed; To Have and to Hold the real estate with all and singular the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging or in anywise appertaining, and all the rights of Homestead and 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 all of said Persons Constituting Said First Party, hereby jointly and severally ^{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 taxes rates or governmental charges of any kind, any and all which said taxes, rates or governmental charges upon the ownership of the party of the second part hereto, or upon the Notes or indebtedness secured thereby, 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 situate 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 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 may pay any and all taxes or assessments as in this mortgage provided, redeem said real estate from tax or assessment sale, remove all statutory 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) That 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 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, promises or undertaking; (10) That the principal sum secured by this mortgage, less any proper credit for money already paid on account of said principal sum, shall, in case of such 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 thereupon may be foreclosed to pay the same; (11) That upon any 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 on 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 of execution or 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 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 or others 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

Recorded April 25 1913

The following is referred to in the original instrument:
Mortgage of the Kansas Cattle & Horse Raisers' Association

Recorded March 18 1913
Deed of the Kansas Cattle & Horse Raisers' Association
The following is contained in original instrument:
The Kansas Cattle & Horse Raisers' Association, the mortgagee herein named, does hereby acknowledge that the payment of the debt secured by the foregoing instrument, and the fulfillment of the conditions thereof, are hereby acknowledged by the undersigned.