

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 may 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 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 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, excepting only the Federal Income Tax, 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 thereby; 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 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 hereafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the tenth day of JULY the certificate of the proper authority, showing full payment of all such taxes and assessments.

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.

SEVENTH. As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgagee its successors and assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas and mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however that the said party of the second part its successors and assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for rights or benefits to the party of the first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should an operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes all notes secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

EIGHTH. That if such payments be made as are 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, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any time as to past, present or future default hereunder; and in case of default of payment of any sum when herein covenanted to be paid when due the said first parties agree to pay to the said second party, interest at the rate of ten per cent per annum computed annually on said principal note, from the date of default to the time when said principal shall be fully paid.

IN Witness Whereof, The parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

James W. Smith (Seal)
Grace L. Smith (Seal)

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 21st day of February A.D. 1923 before me the undersigned a Notary Public in and for County and State aforesaid came James W. Smith and Grace L. Smith his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(L.S.)

Commission expires Mar. 20, 1924

Recorded March 20, 1923

At 4:35 O'clock P.M.

D. C. Asher
Notary Public

Joe E. Millman

Register of Deeds

Joe E. Millman
Deputy.