

in the State of Kansas, and shall keep the buildings on said premises constantly insured for the benefit of said <sup>second</sup> party or its assigns, in a company or companies acceptable to said second party or its assigns, in the sum of at least One Thousand Dollars, and shall deliver <sup>the policy or policies therefor and all renewals thereon</sup> to said second <sup>party</sup> or its assigns, <sup>any policy or policies covering any of the buildings on said</sup> premises; in case the title to said premises is transferred, making an assignment of such policies of insurance to the purchaser necessary, the said party or its assigns, are hereby authorized to make such assignment thereof as the agents or attorneys of the party of the first part, heirs or assigns.

In the event of a loss under said policy, the said second party or its assigns shall have full power to demand, receive, collect and settle the same, and for all of the aforesaid purposes, may, in the name, place and stead of said party of the first part, or assigns, and as agent or attorney in fact, sign all papers and applications necessary to obtain such insurance, sign and indorse all vouchers, receipts and drafts that may be necessary to procure the money thereunder, and apply the amount so collected toward the payment of the Bond, Interest Coupon Notes and Interest thereon, and any other indebtedness due under the terms of this mortgage.

In case of failure of said party of the first part to perform any of these agreements, the said second party, or its successors or assigns, may pay off and procure releases of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said party of the first part all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment and this mortgage shall stand as security for all <sup>such</sup> sums.

The said party of the first part hereby assigns to said party, its successors or assigns all the rights and benefits accruing to said party of the first part under all oil gas, or mineral leases or water rights on the premises herein described; this assignment to terminate and become void upon release of this mortgage.

IT is further agreed by and between the parties hereto that said second party, its successors or assigns, shall be subrogated for further security to the rights of the holders of any and all prior encumbrances upon said real estate paid out of the proceeds of this loan.

Now Therefore, if the amount of said Bond and Coupons be paid when due, and all covenants and agreements of said party of the first part contained herein be faithfully kept and performed, then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment. If however, the said party of the first part fails to pay any part of the amount of said Bond or Coupons within twenty days after the same become due, or fails to keep and perform any of the covenants and agreements made herein, then it is expressly understood and agreed that the whole sum of money secured hereby shall, at the option of the holder of said indebtedness, or any portion thereof become due and collectible at once, and this mortgage may thereupon be foreclosed and the mortgage property be sold, or so much thereof as may be necessary to satisfy the amounts herein secured; and in such event it is expressly agreed that the whole <sup>amount</sup> of said Bond shall bear interest from <sup>the</sup> date thereof at the rate of ten per centum per annum, and the holder <sup>thereof</sup> may recover the whole <sup>amount</sup> of said Bond, with such interest thereon, less the amount of such coupons