

THE FIRST PARTY HEREBY COVENANTS AND AGREES:

That they are lawfully seized in fee simple of the real estate hereby conveyed and that they have good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all incumbrances and that they and their heirs, executors and administrators will warrant and defend the same into the said ^{second} party its successors and assigns against all lawful claims and demands;

That they will pay said note or notes hereby secured and interest thereon as the same become due and payable;

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of any law of the state of Kansas, to whomsoever assessed, before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of Nine Dollars, for the benefit of The second party, its successors and assigns, in an insurance company acceptable to it and to deliver the said insurance policies and renewal receipts to the said second party; and Upon failure to comply with either of these conditions covenant and agreements it is agreed that the owner of this mortgage may pay the said taxes or assessments or the cost of such insurance and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment and said sum so paid shall be immediately due and payable and shall be an additional lien upon said real estate and be secured by this mortgage and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described the first party hereby assigns to the second party its successors and assigns all right title and interest in and to all royalties and rentals accruing to them under all oil gas mineral agriculture or other leases on said real estate and the said directs any lessee on demand to pay/second party, its successors and assigns all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; Provided that so long as no default in the payment of the principal debt hereby secured or the interest due thereon and so long as the agreements covenants and conditions of this mortgage shall be faithfully performed the first party their heirs or assigns shall retain possession of the premises hereby conveyed and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage;

That the second party its successors and assigns shall be subrogated for further security to the lien though released of record of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage;

That in case the second party its successors or assigns shall hereafter appear in any of the land departments of the United States Government or in any Court of tribunal whatever to defend the title or possession of the mortgaged real estate or the lien thereon or appear in any court to prove the mortgage debt all the costs and expenses of such appearance shall be allowed the second party its successors or assigns and such costs and expenses shall be an additional lien upon the mortgaged real estate concurrent with and collected in the same manner as the balance of the mortgage