

insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title lien or incumbrance on the premises hereby conveyed ~~charged against said property and may insure said property if default be made in the covenant to insure~~ and may pay any unpaid taxes or assessments, and any sums so paid shall become a lien upon the abovescribed real estate and be secured by this mortgage and may be recovered, with interest at ten per cent per annum in any suit for 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 secured 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 the taxes aforesaid upon the party of the second part or upon the rendering of any court of competent jurisdiction or 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 any 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. 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 ^{said} the 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 or mineral leases on said premises this assignment to terminate and become void upon release of this mortgage. Provided however