

Said party of the first part hereby agree and covenant as follows:

FIRST. To pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the records of record of this mortgage to the date of filing such foreclosure suit, at the expense of the first party or parties and the second party may make any payments necessary to remove or extinguish any prior outstanding liens or incumbrances on the premises hereby conveyed, and the second party may cause to be recorded a new mortgage to replace the old one, and collect the same in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent. per annum. But whether the legal holder or holders of this mortgage do so or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

SECOND. That the said party of the first part shall keep the said premises in good repair and condition as the same are in at

THIRD. To procure and maintain policies of insurance on the buildings erected and to be erected upon the premises, and to cause the same to be paid for by some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of _____

Dollars fire and

FOURTH. That if default occur in the performance of any covenant or condition contained in this mortgage or in the note or coupons secured hereby, the whole sum of money hereby secured shall at the option of the legal holder or holders hereof become due and payable at once, without notice, and shall bear interest at the rate of ten per centum per annum payable semi-annually from date of first default, and no failure to exercise such option shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder.

SIXTH. 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. That in case of default of any of the covenants or agreements herein contained, or in the note or notes secured hereby, 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 a receiver or otherwise, as it may elect. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assign to the said party of the second part all the profits, revenue, royalties, rights and benefits accruing or to accrue under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage by mortgagee or assigns.

And the said part 1es of the first part, for said consideration do hereby expressly waive all benefit of the exemption laws of the state in which the property is located.

In testimony whereof the said parties of the first part have hereunto subscribed their names on the day and year first above mentioned.

Clarence E. Mitchell

Zella I. Mitchell

STATE OF KANSAS, Shawnee COUNTY, ss.

BE IT REMEMBERED, That on this 20th day of January A. D. Nine-
teen hundred and twenty eight before me, the undersigned, a Notary Public in and for said County and State, came

Clarence E. Mitchell and Zella I. Mitchell husband and wife

_____, who are

personally known to me to be the identical person B described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

LS

S.L. Pearson

Notary Public.

Shevnee

county. Kansas

(My Commission expires May 18, 1931)

RELEASE

THE AMOUNT SECURED by this Mortgage has been paid in full, and the same is hereby canceled, this

day of _____ 19__