Said partics of the first part hereby agree and covenant as follows: FIRST. To pay all taxes and assessments levied upon asid premises when the same are due, and insurance premiums for the amount of in-runnace hereinafter specified, and all interest coupons, and more herein secured due and payable at once, or may elect to pay such taxes, assess-ments and insurance premiums, and if suit shall be filed for the forecleaure of this mortgage, may have the abstract of till extended from the abstract of this mortgage to the date of filing such forecleaure 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 tile, lies or incumbrance on the premises hereby coveryed, and the amount as optia shall be all into on the premises aforesaid, and be accurded by this mortgage, and collected in the same manner as the principal dott hereby secured, with interest thereon at the rate of ten per coutum per anoun. But whether the legal holder or holders hereof may imme-tent taxe, assessments or insurance premiums on on, it is distinctly understood that the legal holder or holders hereof may imme-tent tay and the area. SECOND. To keep all buildings, fences and other impresentation and the neutron is an ender the pay such taxes, assess holders.

SECOND. To keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

D. To procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises in onsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of THIRD.

Three Thousand and no/100

472

Dollars fire and

Or use and part, and require the contention of the same, and payment made of the proceed as sat above mentioned. FOURTH. That if default occur in the performance of any covenant or condition contained in this mortgage or in the note or coupons se-cured hereby, the whole sum of money hereby secured shall at the option of the legal holder or holders heredo become due and payable at once, without notice, and shall best interest at the rate of ten per centum per annum payable semi-annually from date of first default, and no failure on the part of the second party 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 other time as to past, present or future default hereunder.

exercise such option at any other time as to past, present or future default hereunder. FIFTH. To pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kanass upon the said land, premises or property, or upon the interst of the party of the second part, therein, and while this mortgage is held by a non-resident of the State of Kanass ou pon 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 paylor of the second part, and that upon violation of this undertaking or the passage by the State of Kanass of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon iterative to the passage by the State of Kanass 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 completen jurisdiction of a decision that the udertaking by the part 1684 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, taihed in this mortgage or any law hereafter enacted. SIXTH. That all the covennat and agreements of the part 168 of the first nart herein contained abult stated to any but the there

SIXTH. That all the covenants and agreements of the part 168 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

sasgns. 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 at additional and collateral security for the payment of all as it may elect. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said part 1 des of the first part hereby assign to the said party of the second part is all the profits, revenue, royalite, rights and benefits accurating or to scrue to them 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.

hereby expressly waive all benefit of the exemption laws of the And the said part 188of the first part, for said consideration do state in which the property is located.

In testimony whereof the said part 188 of the first part ha VO hereunto subscribed their name 8 on the day and year first above mentioned.

Clarence E. Mitchell

Zella I. Mitchell

__COUNTY, ss. STATE OF KANSAS, Shawnee

-day of _____ January _ A. D. Nine-BE IT REMEMBERED. That on this_____ 20th___

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

are who_

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

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

LS

forth.

S.L. Pearson	Notary Public.	
Shawnee	Kansas	
May 18.	<u>19 31</u>)	

May 18, (My Commission expires____

irantei. 1910an

1.4

RELEASE

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

19

day of.

23