

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 thereon, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, and at interest, 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 date 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 cause any payments necessary to remove or extinguish any prior outstanding title, lien or incumbrance on the premises to be made in the same manner as the principal amounts so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected by the holder of this mortgage; and the debt hereby secured, with interest thereon at the rate of ten per centum per annum. But whether the legal holder or holders of this mortgage may impellect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereby so implect to 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. To keep all buildings, fences and other improvements upon said premises in as 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 above-described premises in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of _____

Four Thousand and no/100

Dollars fire and

lightning, and to the amount of Four Thousand and no/100 Dollars
 tornado, to which policies shall be attached mortgage clauses satisfactory to second party; and it is further agreed that every such policy of
 insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the pay-
 ment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all
 monies which may at any time become payable, and receivable thereon, and apply the same when received, to the payment of the said note or
 notes, less the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the
 aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said party of
 the first part, and require the collection of the same, and payment made of the proceeds as last 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 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 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.

FIFTH. 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 estate, person or property, or upon the interest of the party of the second part, therein, and while this mortgage is in force, the President 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 obligation by the President of the State of Kansas, he shall be deemed to have accepted of a discharge from the performance of his undertaking or the passage by the State of Kansas of a law impairing payment of the whole or any part thereof, upon the party of the second part, or upon the rendering by any court of record of any judgment or decree annulling or discharging the undertaking by the parties of the first part, as herein provided; and that no such assessment is legally imperative, then, and in any such event, the debt hereby secured of the first part, as herein provided, 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 enacted.

SIXTH. That all the covenants and agreements of the part ~~ies~~ 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 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 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.

And the said part ~~lego~~ 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 name on the day and year first above mentioned.

Richard A. Cox Jessie Cox

| | | |
|------------------------------------------|----------------|----------------|
| Lillian I. Cox | Roy C. Cox | Lillian L. Cox |
| <u>Lillian I. Cox</u> | Edna M. Cox | Elmer E. Cox |
| Guardian of the estate of Oscar Lemuel | Jas. W. Smith | |
| Cox, Albert L. Cox Dorothy L. Cox minors | Grace L. Smith | |
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| Daisy M. Winey | | |
| Willard Winey | | |

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 22 day of September A. D. Nine-

teen hundred and twenty-eight—before me, the undersigned, a Notary Public in and for said County and State, came Lillian I. Cox, a widow, Jas. W. Smith and Grace L. Smith, husband and wife, Roy C. Cox and Lillian I. Cox-husband and wife, Elmer E. Cox and Edna M. —husband and wife and Lillian I. Cox Guardian for Oscar Lemuel Cox, Albert L. Cox and Dorothy Lillian Cox minor children, Daisy M. Winney and Willard —-Winney _____, 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.

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Corydon E. Lindley

Notary Public.

Douglas county, Kansas

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Examined and approved October 31, 1928, (My Commission expires March 21, 1929. 19__)
L.H. Menger, Probate Judge, Douglas County, Kansas

RELEASE

THE AMOUNT SECURED by this Mortgage has been paid in full, and the same is hereby canceled, this 18th
day of April 1938.

(Corp. Seal)

National Life Insurance Company
by Albert S. Brigham President
John M. Thomas
Member of Committee on Finance