| | hereafter be upon the premises unceasingly insured to the amount of |
|---------------------------------------|--|
| | In insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount the second by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on sair secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on sair secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance premiums when due. In case of loss it is agreed that the party of the second part may collect in. At the clerton of the sair |
| | party of the second part, the insurance moneys small or appared transcriber to remove or extinguish any prior or out THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or out standing title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charge standing title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charge standing title, lien or incumbrance and property if default be made in the covenant to insure; and any sums so paid shall against said property, and may here are all property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest a ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered ten per cent, in any suit for the foreclosure of this Mortgage. |
| | 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 indebt edness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver on therwise, as it may elect. |
| | FIFTH. That the parties of the first part hereby agree to pay all taxes and assesments, general or special, excepting only the Federal Income Tax, which may be assisted 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 pay ment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passag by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, and in any such event, the deb hereby secured, without deduction,shall, at the option of the party of the second part, become immediately due and collectible, not withstanding anything contained in this Mortgage or any law hereafter eracted. 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 the said 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, or before the tenth day of I but the certificate of the proper quitority, showing full payment of all such taxes and assessments. |
| | SINTH. 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 mortgage, its successors and assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, how ever, that said party of the second part, its successors and assigns, shall be chargeable with no responsibility with reference te such rights and benefits nor be accountable therefore except as to sums actually collected by it or them, and that the lesses is any such leases shall account for such rights to benefits to the party of the first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage. |
| : : : : : : : : : : : : : : : : : : : | EIGHTH. That if such payments be made as are her-in specified, this conveyance shall be void; but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this Mortgage or any interest thereon be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part 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 any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten per cent. per annum, computed annually on said principal note from the date of default to the time when said principal and interest shall be fully paid. |
| 1 | NINTH. The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular. |
| (| In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned. Albert T. Hatfield (Seal.) |
| | Rose L. Hatfield (Scal. |
| | (Seal.) |
| | STATE OF KANSAS, Douglas COUNTY, ss. |
| j | BE IT REMEMBERED, That on this 9th day of Febr. A. D. 19 24 |
| | before me, the undersigned, a Notary Public in and for the County and State aforesaid, came |
| | Albert T. Hatfield and Rose L. Hatfield |
| - | his wife |
| | to me personally known to be the same person 1 _who executed the foregoing instrument, and duly acknowledged the execution of the same. |
| | IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written. |
| | I. C. Stevenson |

pay in e accr

RELEASE

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

Missouries day of Pebruary - 1926 Winsouries Pavings Baule
Record Research Wassouries W.

By. H. Fray - President.