

may make any payments necessary to remove or extinguish any prior outstanding title, lien or incumbrance on the premises hereby conveyed, and the amounts so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal 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 elect to pay such taxes, assessments or insurance premiums 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: To keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same, at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

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 \$4000.00 Dollars, fire and lightning, and to the amount of \$4000.00 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 payment 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 moneys which may at any time become payable, and receivable thereon, and apply the same when received, to the payment of 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 parties 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 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 hereby, 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 of the passage 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 second part, or upon the rendering of any court of competent jurisdiction of 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 enacted.

SIXTH: That all the covenants and agreements of the parties of the first part herein contained shall extend to and bind 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 parties of the first part hereby assign to the said party of the second part all the profits, revenues, 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 parties 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.

I. T. Herd
Ella Herd

State of Kansas, Douglas County, as

BE IT REMEMBERED, That on this 25th day of February, A. D. Nineteen Hundred and twenty five before me, the undersigned, a Notary Public in and for said County and State, came I. T. Herd and Ella Herd, husband and wife, who are personally known to me to be the identical persons 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.

L. S.

J. D. McNeill
Notary Public.
Douglas County Kansas

My commission expires December 14th 1927