

payable to bearer, numbered from one to fourteen both inclusive, interest coupon No. 1 being for \$106.35 and each of the other interest coupons being for \$110.00, said interest coupons being payable respectively on the first day of March and September in each year, beginning on the first day of September, 1925, and terminating first day of March, 1932, as more particularly referred to in said note and coupons, to which reference is hereby made, which note and coupons were executed to evidence debt created by a loan on said date made by party of second part to parties of first part, and

WHEREAS, THE NEW ENGLAND SECURITIES COMPANY in due course of business will probably sell, assign, and deliver to some purchaser the said note with interest coupons attached, together with said first mortgage, and

WHEREAS, in order to retain the good will of such purchaser and in order to protect THE NEW ENGLAND SECURITIES COMPANY in its future market and business for the sale of mortgage securities, and in order to permit THE NEW ENGLAND SECURITIES COMPANY to successfully continue in the loan business, THE NEW ENGLAND SECURITIES COMPANY may and probably will desire to pay to the holder of any such note or interest coupon any amount as to which parties of the first part may then be in default, though party of the second part is not hereby legally obligated so to do, and

WHEREAS, in such prior mortgage the parties of the first part herein agreed and does hereby agree to cause all taxes and assessments, general and special, on said land and improvements thereon to be paid when due and before delinquency; and to keep the said lands and improvements thereon free from all other statutory liens and especially any materialman's liens and mechanic's liens; and to keep buildings on said lands insured as therein more particularly specified; and in the event any action at law or in equity should be instituted by any party for the purpose of assailing or defeating the title or lien created by said prior mortgage, then to pay such Court costs and attorney's fees that might be reasonably necessary to protect said title or lien, and

WHEREAS, in case of default on the part of the parties of the first part in complying with any of such agreements, THE NEW ENGLAND SECURITIES COMPANY, for the reasons specified in preceding paragraphs, may desire to pay (though it is not hereby obligated so to do) the amounts necessary to pay such taxes, assessments, general and special; and/or any penalty thereon; and/or to redeem from any sale therefor; and/or to remove such other statutory lien; and/or to obtain and keep such insurance in force; and/or to protect any title or lien created by said prior deed of trust in any action at law or in equity instituted for the purpose of assailing or defeating same as aforesaid, and

WHEREAS, in the event of any default aforesaid on the part of parties of the first part, the said parties of the first part do hereby irrevocably authorize and empower said THE NEW ENGLAND SECURITIES COMPANY in its discretion to pay and/or advance any amounts for any of the purposes aforesaid, and parties of the first part herein hereby irrevocably agree to at once and immediately repay to said THE NEW ENGLAND SECURITIES COMPANY any and all amounts, if any, which it may pay for any and/or all of the purposes aforesaid, together with interest thereon at the rate of ten per centum per annum from the date of such payment by THE NEW ENGLAND SECURITIES COMPANY until repayment to it.

NOW, THEREFORE, if the parties of the first part shall carry out and perform the agreements in said first and prior mortgage and in this mortgage agreed upon; shall pay all interest coupons maturing on the indebtedness secured by said first mortgage; and shall pay all taxes, general and special; and any insurance premium to effect any insurance agreed upon in said prior mortgage to be furnished, when the same become due and before delinquency; or in case said THE NEW ENGLAND SECURITIES COMPANY shall have advanced or paid any sum or sums for any of said purposes aforesaid; or shall have paid out any sum or sums to remove any statutory lien claim or to protect the title to the premises in said first mortgage and herein described, shall repay to THE NEW ENGLAND SECURITIES COMPANY all amounts, with interest, as aforesaid, which shall be due and payable to THE NEW ENGLAND SECURITIES COMPANY hereunder, then this obligation shall be null and void, and, in such event, after the payment of such first mortgage indebtedness in full and the satisfaction thereof on record this second mortgage shall be released at the expense of the parties of the first part (which expense or release parties of the first part agrees to pay).

Provided, However, if any foreclosure decree be rendered under this mortgage and if parties of the first part, or either of them, or any party claiming under them, pay the indebtedness specified in such decree or redeem from the sale under such decree (if there could be or should be a redemption from such sale) or purchase at any sale under said decree, this mortgage shall not be exhausted or cancelled or terminated by such foreclosure proceeding, but shall thereafter continue and remain in full force and effect as to all payments which might thereafter be made by THE NEW ENGLAND SECURITIES COMPANY hereunder, prior to payment in full and satisfaction of the first mortgage above mentioned.

And it is agreed by the parties hereto that upon the failure of said first parties, their heirs or assigns to perform any of the agreements herein agreed to be performed, such as the payment of the interest on the principal indebtedness; the taxes, general or special, on the real estate herein and hereby conveyed; or the premium on insurance agreed to be furnished and assigned as set forth in said prior mortgage; or in case said THE NEW ENGLAND SECURITIES COMPANY shall advance and/or pay any such interest, taxes, or insurance premium, and parties of first parties their heirs or assigns shall fail to promptly repay to said Company any sum or sums so advanced and/or paid by it within twenty days after the payment of any such sum or sums; or in case any merchantable timber shall have been cut or removed from the premises hereby conveyed; or in case the security herein shall have been permitted to depreciate by waste, neglect or want of care in accordance with the terms of this mortgage; or upon the payment in full of the indebtedness secured by said prior mortgage; or upon the sale of said real estate to satisfy such prior indebtedness; or upon the failure on the part of said first party to perform any of the agreements made in said prior mortgage; or should any tax be imposed on this mortgage or on the indebtedness secured hereby, by or within the State of Kansas; then the whole amount of any sum or sums so paid and/or advanced by said THE NEW ENGLAND SECURITIES COMPANY shall become due and payable at once and shall bear interest at the rate of ten per centum per annum from the date thereof; and to any judgment rendered thereon there may be added the amount of any coupons then delinquent, and all the sums so paid for insurance, taxes, assessments, and to release statutory lien claims with interest upon all said sums at the rate of ten per centum per annum, and the proceeds of foreclosure and sale under this mortgage shall be applied to the payment of the entire amount so found to be due.

It is further stipulated and agreed by the first party that upon the institution of proceedings to foreclose this mortgage the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the direction of the court, without the proof required by statute, the amount so collected by such receiver to be applied under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

In case this mortgage is foreclosed, the sale thereunder may be made with or without approval at the option of said second party, its successors or assigns, and the land and property conveyed in this mortgage shall be sold en masse (parties of the first part hereby irrevocably consenting thereto), unless party of the second part shall consent to a sale in parcels.

In the event of the invalidity of this mortgage as such in any respect, or for any reason whatsoever, it is agreed that second party has, reserves, and shall be entitled to all rights of subrogation that might in any event arise by reason of the payment, or partial payment, and discharge, or partial discharge, of any prior lien or incumbrance.

In Witness Whereof, we have hereunto set our hands.

Signed in the presence of:

George T. Griffith
Lizzie E. Griffith