

MORTGAGE RECORD 75

One week in advance of the expiration of any policy herein provided for said party of the first part agree to deliver renewals of said policies, together with a receipt of the company or agent thereof issuing the same, evidencing full payment of the premiums therein provided.

In case of failure to keep such buildings so insured and deliver the policies as agreed, the holder hereof may effect such insurance and all amounts paid therefor shall be a further debt due, be secured by this mortgage, and bear interest at ten per cent per annum.

In the event of a sale of the mortgaged property in foreclosure proceedings said first party agrees to keep the buildings on said property during the statutory time of redemption, insured against fire, lightning, tornado and windstorm for their full insurable value, and to make the losses under such policies payable to the holder of the certificate of sale, as his interest may appear, and in the event of the failure of the first part so to procure such insurance within one (1) day after such foreclosure sale, the holder of such certificate of sale, may, without notice procure the same, and all amounts paid therefor by such holder, with interest thereon at ten per cent per annum, shall and will be repaid by the party of the first part, on demand, and may be forthwith sued for and recovered of the party of the first part in an appropriate action for that purpose, and, if not otherwise collected by such holder, shall be paid by any redemptioner from such foreclosure sale as so much additional redemption money; and in case of any such foreclosure sale all policies of insurance then held by the party of the second part, may be assigned, re-written or changed so as to make the losses thereunder payable to the holder of such certificate of sale, as his interest may appear.

(5). The lien created hereby is a first and prior lien on the above described land and premises and said party of the second part shall be subrogated for further security to the lien, though released of record, of any incumbrance or vendor's lien on said premises paid out of the proceeds of the loan secured hereby.

(6). That there shall be left with said second party during the existence of the debt secured hereby a complete abstract of title to said premises, and if not then said second party may procure an abstract of title, and if suit be filed for the foreclosure of this mortgage said second party may have the abstract of title extended to the date of filing such foreclosure suit and all amounts paid for such abstract and/or for extending the same shall be a further debt due, be secured by this mortgage, and bear interest at ten per cent per annum.

(7). As additional and collateral security for the payment of said indebtedness said first party hereby assigns to said second party all the rights and benefits accruing to the said first party under all oil, gas and mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however that said second party shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by him, and that the lessees in any such leases shall account for said rights or benefits to the said first party until notified by the 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 payable at the option of the holder of this mortgage.

(8). If default be made in the payment of said notes (principal and interest notes) or any or either of them when the same become due and payable; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; or if the title of the said first party at the date hereof is other than fee simple, free and unincumbered; or in case of any default to refund on demand any moneys which have been paid out by the holder of this mortgage for taxes insurance, liens, abstract of title, or extension of abstract of title, to said premises, protecting said title, or for any purpose authorized in this mortgage; then, the whole of the principal sum hereby secured, together with the interest accrued thereon, shall thereupon, at the option of the said second party, without notice become immediately due and payable (anything herein or in said notes to the contrary notwithstanding) and this mortgage may be immediately foreclosed. Interest on the debt secured hereby shall be ten per cent per annum after maturity by default, or otherwise, until paid.

(9). In case of foreclosure said second party shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of said premises, collect the rents and profits thereon and apply the same as the Court may direct.

(10). In case of foreclosure hereof said real estate shall be sold without appraisal, and the judgment rendered shall, if the holder hereof so desires, provided that the herein described property (whether same be in separate tracts or parcels) shall be sold together and not in parcels. Said first party further expressly waives all benefits of the homestead and stay laws of said State.

(11). In the event of the passage, after the date of this mortgage, of any law of the State of Kansas, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State, or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of said party of the second part, without notice to any party become immediately due and payable.

(12). That any failure of the said second party to exercise any right or option herein given or reserved shall not operate as a waiver or estoppel against any party from afterwards exercising any such or other right or option at any time.

(13). All covenants and agreements in these presents contained to be kept and performed by said party of the first part shall extend to and be binding and obligatory upon the heirs, executors, administrators, assigns and legal representative of said party of the first part, and, whether so expressed or not, shall inure to the benefit of and be available to the heirs and assigns of the said party of the second part, and words used in the singular number shall include the plural and words in the plural shall include the singular.

(14). This mortgage and the notes secured hereby shall be in all respects construed according to the laws of the State of Kansas.

The foregoing conditions, covenants and agreements being performed, this conveyance shall be void and shall be released by the second party at the cost and expense of said first party; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, The said first parties have hereunto set their hands and seals the day and year first above written.

Joseph D. Flory (Seal)
Lois M. Flory (Seal)

Executed and delivered in presence of