

premises described in said mortgage or deed of trust, or default in the payment of fire, lightning or windstorm insurance premiums, or a breach of any of the other covenants contained in said mortgage or deed of trust, the holder of this note may, at its option, without notice, declare the unpaid principal and the interest accrued thereon, immediately due and payable and may proceed by foreclosure or by sale under the power contained in said mortgage or deed of trust to enforce the collection thereof.

In case this note is placed in the hands of an attorney for collection, I agree to pay all costs of collection and a reasonable attorney's fee, if permitted by law.

Installments of principal and interest not paid when due shall bear 10 per cent interest per annum after maturity, until paid.

The right is reserved to pay any amount at any time prior to maturity and stop interest thereon provided all prior installments have been paid, but such prepayments shall not relieve from continuing consecutive payments in amounts as herein provided.

This note is to be construed by the laws of Kansas.

Any check, draft or money order remitted in settlement of this note, or any part thereof, may be handled for collection in accordance with the practice of the collecting bank or banks, and shall not be deemed payment until the money is actually received by the Company.

Address.....
No

A. D. Huling
Arah R. Huling

This conveyance shall secure any and all renewals or extensions of the whole or any part of said indebtedness however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of, or priority of this mortgage or release the party of the first part from personal liability for the debt hereby secured.

The right is hereby given by the party of the first part and reserved by the party of the second part, successors or assigns, to make partial release or releases of the security hereunder, agreeable to the party of the second part, without notice to or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or priority of this mortgage on the security remaining.

The said parties of the first part hereby covenant and agree with the said party of the second part, its successors and assigns, as follows:

FIRST.--To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate when due, also all taxes assessed in Kansas against said party of the second part, or its assigns, on this mortgage or the notes or debt secured hereby, before the same become delinquent, provided the amount of such latter taxes together with the interest on the debt secured hereby does not exceed the maximum permitted by law to be paid, but if it does, the excess is to be paid by the said party of the second part; to deliver to the party of the second part, receipts showing payment thereof.

SECOND.--To keep said real estate and all buildings, fences and other improvements thereon in good condition and repair as of this date, and to commit or permit no waste, and especially no cutting of timber except for making and repairing the fences on the place, and such as shall be necessary for fire-wood for use of the grantor's family, and to keep within said improvements all heating, lighting, refrigerating and all other fixtures and appliances now in or that may hereafter be placed in said improvements.

THIRD.--To keep the buildings now on or hereafter erected on said real estate insured at the option and to the satisfaction of the party of the second part, delivering all policies and renewals thereof to said party of the second part. The party of the first part hereby assigns and transfers to the party of the second part all right and interest in all policies of insurance carried or to be carried upon said property.

FOURTH.--In case of failure to pay the taxes, liens, assessments and charges, or to effect said insurance, the party of the second part may pay said taxes, liens, assessments, charges, and effect such insurance. The amounts so paid shall be due and payable, at the option of the party of the second part, with interest at the highest rate permitted by law, and such amounts shall be secured hereby.

FIFTH.—That, if the party of the second part herein is now, or hereafter becomes the owner or holder of a mortgage or mortgages, other than this, upon the real estate herein described, or any part thereof, failure to comply with any of the requirements or conditions of either of said mortgages, which failure would mature the indebtedness secured by it, shall mature, at the option of the party of the second part herein, the indebtedness under all such mortgages.

SIXTH.—That as additional and collateral security for the payment of the notes and the indebtedness hereinbefore described, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all of the rents, profits, revenues, rights, royalties and benefits accruing under all tenancies and leases now on said real estate, or which may hereafter be placed thereon and the tenant, lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said rents, profits, revenues, rights, royalties and benefits to said party of the second part, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the notes hereby secured, or prior to such default, upon notice to the lessee in such lease, and to terminate and become null and void upon release of this mortgage.

SEVENTH.--Should developments for oil, gas or minerals on said lands at any time be such as, in the opinion of the party of the second part, or the holder of said notes secured hereby, to render said land less desirable as security for the indebtedness hereby secured, then the holder of said notes shall have the right to declare said notes and all indebtedness secured hereby due and payable, without notice, and the holder of such notes shall have the same rights hereunder for the collection of same and of said indebtedness at though said notes had become due by the efflux of time and default in the payment thereof.

EIGHTH.--That the said party of the first part shall not be liable for the payment of any charges or interest provided for in this mortgage that may be found could not lawfully be made under the laws of the State of Kansas, it being fully agreed and understood that it is the intention of the party of the second part that this mortgage shall in all respects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, the party of the first part shall be entitled to the return of all sums so paid, and this mortgage shall not be affected thereby.

NINTH.--If the maker or makers of said notes shall fail to pay any of said notes, or any notes given in renewal of the notes herein, or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due, or there is a failure to

In consideration of cash from owners recorded in Book 137, Page 526,
 The note secured by the mortgage herein being taken and this mortgage being fully satisfied,
 the Register of Deeds of Douglas County, Nebraska, hereby authorizes to cancel the same of record,
 Dated at Cincinnati, Ohio, this 15th day of June, 1939.
 The Union Carbide & Co. Insurance Company,
 By W. C. Dunkhott Vice-President,
 W. C. Dunkhott Dist. Treasurer,
 (Copy Seal)
 Marshall B. Bink
 Register of Deeds