

## MORTGAGE RECORD 85

of foreclosure hereunder with power in said second party to assign to the purchaser at foreclosure sale the unexpired term of all such policies; (3) Not to suffer any lien superior to the lien hereby created to attach to or be enforced against said real estate, nor commit or permit waste of said real estate, nor allow any of the buildings thereon to become vacant or unoccupied; (4) To pay the principal and interest moneys hereby secured when and as the same shall become due and payable, without deduction for any taxes, rates or governmental charges of any kind, any and all of which said taxes, rates or governmental charges upon the ownership of said second party, or upon the note or indebtedness secured hereby shall be paid by said first party; (5) That said second party or its assign(s) may pay any and all taxes or assessments as in this mortgage provided, may redeem said real estate from tax or assessment sale, and remove all statutory or other liens therefrom, except such liens, if any, as are herein specifically excepted; (6) That, upon default by first party in the performance of any covenant or condition required to be performed by first party under the terms of this mortgage, or any prior mortgage, if any, (including effecting of insurance as herein provided, payment of any final judgment for any statutory lien against said property, including all costs, and payments of delinquent taxes or assessments as aforesaid) second party may perform any such covenant(s) or condition(s) so left unperformed by first party; and any money expended by second party in performing such covenant(s) or condition(s) left unperformed by first party as aforesaid, together with interest on such sums at the rate of eight per centum per annum, from the time of payment until paid, shall be an additional indebtedness secured by this mortgage; provided, however, that nothing herein contained shall be construed as making it the duty of said second party or its assign(s) to advance any money for such purposes or to perform such covenant(s) or condition(s) so left unperformed by first party; (7) That in case said second party or its successors or assigns, shall be made a party to any suit or proceedings at law or in equity affecting the title to, or possession of, the property hereinbefore described, the said second party, or its successors or assigns, shall be allowed and paid court costs, expenses and reasonable attorney's fees if it paid or expended in such suit or proceedings. And the same shall be a debt immediately due and payable, which debt is secured by this instrument the same as said note described herein; (8) That first party, for himself, his heirs, successors and assigns hereby covenants and agrees with said second party that, in case of the formation, organization, or creation of any new drainage, irrigation, levee or reclamation district(s), at any time during the continuance of the lien of this mortgage, in which the property herein described shall be included within the benefit district(s) thereof, he will immediately, upon the rendering of any final decree in any court of competent jurisdiction, establishing, creating and forming said new drainage, irrigation, levee or reclamation district(s) pay in full the entire indebtedness, both principal and interest, secured hereby, whether said indebtedness shall be due or not according to the terms of the note secured hereby; and, (9) That if default be made in the payment of the indebtedness secured by this mortgage, or any part of the same, or in the payment of the principal or interest secured by any prior lien or mortgage, or if default be made in the performance of any of the covenants or agreements required to be performed by first party under the terms of this mortgage, or of any prior lien or mortgage, then the whole indebtedness hereby secured shall, with or without notice, at the option of the holder of any note hereby secured, become due and payable at once.

First party hereby assigns to second party all of first party's right, title and interest in and to any and all sum or sums of money, damages, awards, judgments and allowances arising or growing out of any and all suits, proceedings or actions in any Court at any future time for the purposes of acquiring or condemning any part of the land covered by this mortgage, or any easement or right-of-way over, across, under or upon said land, with full power to the said second party to collect and receive, at the risk, cost and expense of first party, such sums of money, damages, awards and allowances; and all such sums of money, damages, awards and allowances received and collected by second party by reason of this assignment shall be credited to the payment of the last installments to mature on the note secured hereby, but nothing herein shall be construed as making it the duty of said second party to collect or attempt to collect any such sums of money, damages, awards and allowances.

And to further secure the payment of said note, the first party hereby assigns to second party and to its assigns, in whole or at the option of the second party, in such amounts or such proportionate part or parts as the second party may from time to time designate, all the rents, royalties, payments and delay moneys that may from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases of any kind, and all other leases of any kind now existing or that may hereafter come into existence covering the above described land, or any part thereof, with full power to the said second party to collect and receive such rents and royalties, and all royalties received by second party by reason of this assignment shall be credited to the payment of the last installments to mature on the note secured hereby, and all other moneys received by second party by reason of this assignment shall be applied; first, to the payment of matured installments; second, the balance, if any, to the principal remaining unpaid providing that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease.

Second party, or assigns, before sale hereunder and the purchaser at sale hereunder, shall be subrogated for further security to the lien of any prior judgment lien, mechanic's lien, vendor's lien, or other prior lien or encumbrance, if any, on said premises paid out of the money secured by this mortgage, whether such prior lien or encumbrance has been released of record or not.

First party, as additional security for the above loan, hereby agrees that the abstracts and all monuments of title to the above described real estate are to be deposited with and retained by the second party during the duration of this loan, and further agrees with said second party that in the event of foreclosure of this mortgage that said second party shall have and may pass to its successors in title, said abstracts and all monuments of title.

Non-compliance with any of the agreements made herein by first party shall, at the option of the holder hereof, cause the whole debt secured hereby to mature and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. In the event of foreclosure of this mortgage second party shall be allowed the cost of all continuations of abstracts of title to the land herein described and the cost of such continuations may be included in the cause of action and shall be secured by the lien of this mortgage and included in the decree entered in foreclosure.

The words "first party" as used in this instrument shall mean collectively the party or parties executing the same as grantor or grantors, whether one or more and all pronouns referring thereto shall be treated and construed as referring to such party or parties, and the use of the plural shall be construed as singular wherever necessary to conform to the context. The words "second party" as used in this instrument shall include the successors and assigns of said second party.

This mortgage is subject to the provisions of the Federal Farm Loan Act, as amended.

IN WITNESS WHEREOF, each of the persons hereinabove recited as constituting together said first party, has hereunto set his or her hand the day and year first hereinbefore written.

H J Peterson  
Ara Peterson

STATE OF Kansas )  
COUNTY OF Douglas ) ss.

BE IT REMEMBERED, that on this 27th day of May, 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. J. Peterson and Ara Peterson, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.