

MORTGAGE RECORD 85

year. Privilege is granted to pay \$100.00 or any multiple thereof on any interest paying date in addition to the payments herein required to be paid.

All installments of principal or interest, when in default, shall bear interest from the date delinquent to the date of payment at the rate of eight per centum per annum.

The within described note is given as part of the purchase price of the herein described real estate. Said note further provides that in case of default in the payment of any interest or principal when due or in the performance of any of the covenants or agreements contained in this mortgage, that then or at any time thereafter during the continuance of such default, the legal holder thereof may at his option, with or without notice, declare the whole debt, both principal and interest, immediately due and payable.

Now, if the said first party shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents shall be void and shall be released at the cost of the first party; otherwise to remain in full force and effect.

All of the persons together constituting said first party hereby jointly and severally further covenant, promise and agree to and with said second party as follows, to-wit: (1) To pay on demand all taxes and assessments, general and special, now existing against said land and the improvements thereon, and to pay when due or within the time required by law all taxes and assessments, general and special, hereafter levied or charged thereon or therefor; and to pay when due the principal and interest and to perform all of the covenants and agreements contained in all prior mortgages, if any; and further to pay any recording fee or tax, or any tax or assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness; (2) To procure and keep in force, as long as any part of the indebtedness hereby secured shall remain unpaid, policies of insurance in companies at all times satisfactory to said second party, insuring the buildings which now or hereafter may be on said real estate, against loss by Fire and Lightning, Windstorms, Tornadoes and Cyclones for full insurable value of such improvements, and to assign and deliver all the policies representing said insurance to said second party, with standard non-contributory beneficiary clauses attached to said policies, making the loss thereunder, if any, payable to said second party, as additional security, with power to demand, and sole power to receive and collect any and all moneys becoming payable thereunder and to apply the same toward the payment of said note, unless otherwise paid, and in the event 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 assignee(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 assignee(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 by 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 purpose 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 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.