

DOUGLAS COUNTY

or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the use or improvement of the said real estate, whether such apparatus, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the mortgagor of, in and to the mortgaged premises.

To have and to hold, the same unto the mortgagee, its successors and assigns, forever.

The Mortgagor Hereby Covenants and Agrees:

That this mortgage is given as security for the performance and observance of the covenants and agreements herein contained and to secure the mortgagee, its successors and assigns, the payment of the sum of Four Thousand One Hundred Dollars (\$4,100.00) with interest thereon according to the terms of a certain promissory note, executed and delivered

by the mortgagor to the mortgagee, due and payable in instalments with interest from date payable annually on the first day of March in each year, said note being of even date herewith, payable at the office of the payee in Boston, Massachusetts or at such place as the legal holder of said note may in writing designate, and bearing interest at the rate of ten per centum per annum after maturity until paid:

That he is lawfully seized in fee simple of the mortgaged premises, and that he has a good right to sell and convey the same as aforesaid; that the mortgaged premises are free and clear of all encumbrances, and that he will warrant and defend the same unto the mortgagee, its successors and assigns, against the lawful claims and demands of all persons;

To pay the note hereby secured and interest thereon as the same shall become due and payable and also any other indebtedness that may accrue to the mortgagee, its successors or assigns under the terms of this mortgage;

To neither commit nor suffer strip or waste, nor to suffer any violation of any law, by-law, ordinance or contract affecting the mortgaged premises, to keep the mortgaged premises in good repair and not to do or suffer anything that will in anywise diminish the value of the mortgaged premises;

To pay all taxes, assessments and charges levied or assessed upon the mortgaged premises, upon the rents, issues, income or profits thereof, upon this mortgage upon the lien hereby created and/or upon the indebtedness hereby secured, to whomsoever assessed, before the same shall have become delinquent, and not to suffer a lien of any sort to attach to the mortgaged premises that may be or become prior to the lien of this mortgage;

To keep the buildings now or hereafter standing on the mortgaged premises and any and all apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings insured against fire and tornado in such form, in such companies and in such sums (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) as may be satisfactory to the mortgagee, its successors and assigns, and that all insurance policies as aforesaid shall be held by and shall be for the benefit of and shall be first payable in case of loss to the mortgagee, its successors and assigns; and that in case of the sale of the mortgaged premises as provided hereunder or in case of assignment of the said note the holder of the said note, is hereby appointed the attorney irrevocable of the mortgagor to make an assignment of all the insurance policy or policies aforesaid and to collect all moneys due on such policy or policies if the same are cancelled.

That upon failure to comply with any of these covenants and agreements as to the payment of taxes, assessments and charges, procurement of fire and tornado insurance and/or freedom from liens, the mortgagee, its successors or assigns, may pay the said taxes, assessments and charges, or the cost of such insurance, or the cost of discharging any such lien, and the amount or amounts so paid shall bear interest at the rate of ten per centum per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon the mortgaged premises, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured;

That the exercise of the rights and authority herein granted to pay taxes, assessments and charges, take out insurance and discharge liens shall be optional with the mortgagee, its successors and assigns, and not obligatory, and the mortgagee, its successors or assigns, shall not in any case be liable to the mortgagor for a failure to exercise any such right or authority;

That the mortgagee, its successors and assigns, shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage;

That in case the mortgagee, its successors or assigns, shall hereafter appear in any of the land departments of the United States Government, or in any court or tribunal whatever, to defend the title or possession of the mortgaged premises or the lien of this mortgage, or shall be made a party defendant to any action at law or suit in chancery by reason of the execution of this mortgage and make an appearance in defense of said action or suit, all the costs and expenses of such appearance shall be allowed the mortgagee, its successors or assigns, and such costs and expenses shall bear interest at the rate of ten per centum per annum from the date of payment and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon the mortgaged premises and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured;

To pay to the mortgagee, its successors or assigns, any moneys received as damages which may have been sustained by or assessed against the mortgaged premises whether for a taking by public authority or in any other manner whatsoever;

That he will not convey the mortgaged premises unless the deed obligates the grantee therein to assume and agree to pay this mortgage and the indebtedness hereby secured;

That the mortgaged premises being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas;

Now, if the payments are made as provided and all the foregoing covenants and agreements are performed and observed, this mortgage shall be null and void, but upon any default in the payment of the indebtedness hereby secured or of any instalment thereof, or of interest thereon, as they severally become due, or the taxes, assessments or charges aforesaid, or any part of either, or if strip or waste be committed on, or improvements be removed from the mortgaged premises without the written consent of the mortgagee, its successors or assigns, or upon any default in the performance or observance of any other of the terms, covenants or agreements of this mortgage, or if any law is hereafter passes by the State of Kansas deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxation so as to affect this mortgage, then, in any or either of said events, the whole of the indebtedness hereby secured shall at the election of the mortgagee, its successors or assigns, or the legal holder of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the mortgagor shall refrain from collecting and receiving all rents accrued and to accrue thereon and upon notice from the mortgagee, its successors or assigns, all tenants shall thereafter pay such rents to the mortgagee, its successors or assigns, and any payment made otherwise shall not discharge the obligations of such tenant, and the mortgagee, its successors or assigns, may immediately cause this mortgage to be foreclosed in the manner prescribed by law, and, upon the commencement of foreclosure proceedings shall be entitled to have a Receiver appointed without proof of any other grounds for his appointment than the said default, to take possession and charge of the mortgaged premises during the redemption period, to rent the same and receive and collect the rents, issues and profits thereof, under direction of the court, and any amount so collected by such Receiver shall be applied under direction of the court to the payment of any judgment rendered, or amounts found due upon foreclosure of this mortgage.

The mortgagor hereby assigns unto the mortgagee, its successors and assigns, the rents accrued and to accrue from all tenants in occupancy of the mortgaged premises, including rentals and royalties under oil and mineral leases, if any, or any part thereof, during the lifetime of this mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained he shall have the privilege of collecting and receiving all rents accruing under leases or contracts of