shall not in anywise affect this mortgage nor the rights of Mortgagee hereunder, nor release Mortgagors from personal liability upon said note or any covenant or stipulation herein contained.

2. Mortgagors agree to keep all fences, fixtures, buildings, and improvements on the said premices in good repair; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises constantly insured against loss from fire and, if required by Mortgagee, from tornado or windstorm, in companies and amount satisfactory to Mortgagee, and all policies of whatsoever nature and of whatever amount taken out on the same constantly assigned and pledged to and deposited with Mortgagee as additional security, with subrogation clause satisfactory to Mortgagee attached to such policy or policies. Full power is hereby conferred on Mortgagee to settle or compromiseclaims under all such policies and to demand, receive and receipt for all moneys becoming payable thereunder, and toassign all policies to any endorsee of the note or to the purchaser of the premises at any foreclosure sale, and in the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to Mortgagee, which at its sole and absolute discretion may apply the same or a part thereof on account of the indebtedness secured hereby, whether or not then due and payable or shall apply the same, or a part thereof, toward the alteration, reconstruction, repair or restoration of the mortgaged premises, either to the portion thereof by which said loss was sustained or any other portion thereof.

3. Mortgagee may make any payments necessary to remove or extinguish any prior or outstanding title, lien or encumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against saidproperty, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage, and maybe recovered,withinterest at six percent. in anysuitfor the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment renderedshall provide that the whole of the real estate shall be sold together and not in parcels.

4. The rents and profits of the real estate are pledged to Mortgagee as additional and collateral security forthe payment of all the indebtedness secured hereby, and in case of default in performance of any of the covenants or agreements herein contained, Mortgagee shall be entitled to the possession of the property by receiver or otherwise, as it may elect.

5. Mortgagors hereby agree to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the above described real estate, or upon the interest of Mortgagee therein, or upon this mortgage or the debt secured thereby, or the interest thereon or income therefrom, without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon Mortgagee, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the Mortgagee, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by Morgagors as herein provided, to pay any taxes or assessments is legally inoperative, then, in any such event, the debt hereby secured, without deduction, shall, at the option of Mortgagee become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. Mortgagors further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the real estate or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to Mortgagee on or before the tenth day of July the certificate of the properauthority, showing full payment of all such taxes and assessments.

6. As additional and collateral security for the payment of said note and the sums to become due under this mortgage, Mortgagors hereby assign to Mortgagee, its successors and assigns, all of the rents, profits, revenues, royalties, bonuses, rights, and benefits accruing under any and all oil, gas or mineral leases now on said property or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed, upon production of this mortgage or a certified copy thereof, to pay the said rents, profits, revenues, royalties, bonuses, rights, and benefits to Mortgagee, its successors and assigns; this provision shall terminate and become void upon the release of this mortgage. The provisions of this paragraph shall not be construed as a reservation by Mortgagors, nor as a grant or consent by Mortgagee, of a right to make such oil and gas leases.

7. That if such payments be made as are herein specified, this conveyance shall be void, but if the debt herein described, or any part of the indebtedness secured by this mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and thewhole of said principal note shall immediately become due and payable at the option of Mortgagee, and failure of Mortgagee to exercise any option to declare the maturity of the debt hereby secured shall not be deemed a waiver of the right to exercise such option at any other time as to any past, present or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid when due, Mortgagors agree to pay to Mortgagee interest at the rate of six per cent. per annum, computed annually on the balance of principal and interest then due and owing, from thedate of default to the time when said principal and interest shall be fully paid. Appraisement of the real estate is waived.

8. The terms, conditions, covenants and provisions hereof, whether so expressed or not shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns and shall inure to the benefit of Mortgagee, its successors and assigns. Words used in the singular shall include the plural and words in the plural shall include the singular, and the word Mortgagors and the corresponding plural wherever used herein shall mean the person, persons or corporation, whether one or more, named above as "Mortgagors," jointly and severally.

9. Any reference to the carrying of insurance shall include war damage and any other hazard insurance of such character and in such amounts as the mortgagee shall from time to time require.

IN WITNESS WHEREOF, the Mortgagors have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

T. S. Holyoke
Ruth Hunter Holyoke

STATE OF KANSAS, Shawnee County,ss.

BE IT REMEMBERED, That on this 13th day of March A.D.1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came T. S. Holyoke and Ruth Hunter Holyoke, his wife, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Mabel E. Jones
Notary Public

(SEAL)
My Commission expires August 8, 1946

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Recorded March 14, 1944 at 10:30 A.M. Harold A. Beck Register of Deeds

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