

MORTGAGE RECORD 89

of the debt hereby secured remains unpaid to procure and maintain policies of fire, tornado and windstorm insurance on the buildings erected and to be erected upon the above described premises in some responsible company or companies satisfactory to the mortgagee its successors or assigns, to their full insurable value which shall be not less than Dollars (\$.....), loss if any payable to the mortgagee, its successors or assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said mortgagee, its successors or assigns, for further securing the payment thereof; all renewal policies to be delivered to the mortgagee, its successors or assigns, at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the damaged buildings as the mortgagee, its successors or assigns, may elect; and in the event of foreclosure hereunder, with power to assign to the purchaser at foreclosure sale the unexpired term of all such policies; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens and upon demand by the said mortgagee, its successors or assigns shall pay all prior liens which may be found to exist on said property, and all expenses and attorney's fees incurred by said mortgagee, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said mortgagee hereby agrees to do; then these presents to be void, in which event this mortgage will be satisfied of record the expense of which satisfaction the mortgagor agrees to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said mortgagee, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay such insurance premiums, liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate of ten per cent per annum shall be deemed a part of the indebtedness secured by this mortgage, and may pay said taxes and assessments (irregularity in the levy or assessments thereof being expressly waived), and all such taxes and assessments with interest thereon from time of payment at the rate so made and provided for by the statutes of the State of Kansas, shall be deemed a part of the indebtedness secured by this mortgage, and all such payments of insurance premiums, liens, taxes, special assessments, expenses or attorney's fees shall be due from and payable by the mortgagor to the mortgagee, its successors or assigns, immediately upon being paid by the mortgagee, its successors or assigns; but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the mortgagee, its successors or assigns, shall not be deemed a waiver of its or their right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

If, while said note and this mortgage is owned by a non-resident of the State of Kansas, any law is passed by said state imposing upon such non-resident holder any tax upon the note or mortgage, or any liability to pay any part of the tax against the mortgaged premises, such holder, if it so elects, may declare the debt due and payable and the mortgage foreclosable without notice.

And it is agreed that in case default shall be made in the payment of the principal of said note or any installment, thereof or of any interest thereon when due, or in the payments of any insurance premiums taxes or special assessments or if there shall be a failure to comply with any condition of this mortgage, or if the mortgagor shall file a petition seeking an arrangement or composition or extension or any other relief under or pursuant to the Federal Bankruptcy Act or any other similar statute as now or hereafter in effect, or if the mortgagor shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered and such decree shall have continued undischarged and unstayed for 90 days after the entry thereof, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes assessments, insurance premiums, liens expenses and attorney's fees, herein specified, shall at the option of the mortgagee, its successors or assigns, become due and payable at once without notice to the mortgagor, and be collectible at once by foreclosure or otherwise and appraisal is hereby expressly waived.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors or assigns, all the rights and benefits accruing to the mortgagor under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage; provide d, however, that said mortgagee, its successors or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor, except as to sums actually collected by it or them, and that the leasees in any such leases shall account for such right or benefits to the mortgagor or his assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the mortgagee, its successors or assigns.

In case of the renewal or extension of the indebtedness hereby secured, or any part thereof all the provisions of this mortgage and the lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time. The mortgagor further agrees not to create any lien on the said premises junior hereto unless the person or persons entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without the consent of such person or persons and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created as security for the payment of the indebtedness evidenced by said note or any obligation substituted therefor or issued to refund same.

It is further agreed, that all the covenants and agreements of the mortgagor herein contained shall extend to and bind all executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns. Wherever herein the masculine gender is used it shall be deemed to include either the masculine or feminine or both as the case may be.

IN WITNESS WHEREOF, the said mortgagor hereunto set their hands and seals the day and year first above written.

Lloyd T. Armstrong
Ethel L. Armstrong

STATE OF KANSAS
COUNTY OF FRANKLIN ss

BE IT REMEMBERED, That on this 4th day of May A. D. 1946 before me the undersigned a Notary Public, in and for said county and state, came Lloyd T. Armstrong and Ethel L. Armstrong, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix my official seal on the day and year last above written.

(SEAL)

My Commission expires Jan 18, 1950

C. W. Hagberg Notary Public

Recorded May 6, 1946 at 3:05 P. M.

Register of Deeds

This release
was written
on the original
mortgage

entered
this 22nd day
of May 1946

Harold A. Beck
Deputy