

The Mortgagor Hereby Covenants and Agrees

FIRST. That this mortgage is given as security for the performance and observance of the covenants and agreements herein contained.

SECOND. To pay the principal amount of
THREE THOUSAND FIVE HUNDRED AND NO/100 - - - - - Dollars (\$ 3,500.00)
(which amount the mortgagee has actually loaned to the mortgagor and for which amount the mortgagor is
justly indebted to the mortgagee), with interest thereon, according to the terms of a certain note of even date herewith, executed and delivered by A. V. PHILLIPS AND SUMICE PHILLIPS, husband and wife,
to the order of said John Hancock Mutual Life Insurance Company, principal to be paid
in installments as follows:

\$ 150.00	on	October 1, 19 57	and \$ 150.00	on the first day
	of each	October		thereafter,
	to and including	October 1,		19 57 ; and

\$2150.00 balance on October 1, 19 58

THIRD. To keep the buildings now or hereafter standing on the mortgaged premises insured against fire and such other casualties as the mortgagee may from time to time require and against which insurance is written at the time of such requirement, whether or not such insurance is now written, all such insurance to be in such forms, 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; that all insurance policies shall be held by and be for the benefit of and shall be first payable in case of loss to the mortgagee and that at least fifteen days before the expiration of each such policy a new and sufficient policy to take the place of the one so expiring will be delivered to the mortgagee. The mortgagors hereby assign to the mortgagee all moneys recoverable in the event of cancellation of each such policy, the mortgagee to receive such moneys for the benefit of the mortgagors. The mortgagors hereby appoint the mortgagee attorney irrevocable of the mortgagors to assign each such policy in the event of the foreclosure of this mortgage.

FOURTH. To pay all taxes, assessments and charges of every nature and to whomsoever assessed and before penalty has attached thereto, that may now or hereafter be levied or assessed upon the mortgaged premises or any part thereof, upon the rents, issues, income or profits thereof, whether any or all of said taxes, assessments, or charges be levied directly or indirectly or as excise taxes or as income taxes.

FIFTH. To pay all sums the failure to pay which may result in the acquisition of a lien prior to the lien of this mortgage before such a prior lien may attach.

SIXTH. That, in case of default in the performance or observance of any of the covenants and agreements contained in paragraphs numbered "THIRD", "FOURTH" and "FIFTH" herein, the mortgagee, without prejudice to any rights given under subsequent paragraphs herein, may make advances to perform the same in behalf of the mortgagors and the mortgagors hereby agree to repay all sums so advanced in their behalf, on demand, with interest from the date advanced at the rate of ten per centum per annum and all sums so advanced, with interest as aforesaid, shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created, but no such advance shall be deemed to relieve the mortgagors from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the rights to make advances granted in this paragraph shall be optional with the mortgagee and not obligatory, and the mortgagee shall not in any case be liable to the mortgagors for a failure to exercise any such right.

SEVENTH. To keep all fences, buildings and other improvements now or hereafter standing on the mortgaged premises in good condition and repair and not to suffer strip or waste nor to do or permit any act by which the value of the mortgaged premises may be impaired.

EIGHTH. That the mortgagee 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.

NINTH. That, in case the mortgage 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 in case the mortgagee shall be made a party defendant to any action at law or suit in chancery by reason of the mortgagee being the holder of this mortgage and shall make an appearance in defense of said action or suit, all the costs and expenses of such appearance shall be allowed the mortgagee, and such costs and expenses shall bear interest from date of payment at the rate of ten per centum per annum, and said sum or sums so paid shall be immediately due and payable, and with the interest thereon as herein provided 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.

TENTH. To pay to the mortgagee 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.

Now, if payments are made as herein contemplated, this mortgage shall be null and void but upon any default in the performance or observance of any of the covenants and agreements of any instrument now or hereafter evidencing or securing the principal debt hereby secured, or if any law is hereafter passed 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