

actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to mortgagee or assigns until notified by legal holder of the note or notes hereby secured to account for and to pay over the same to such legal holder.

PROVIDED, ALWAYS, And these presents are upon the following agreements, covenants, and conditions, to-wit:

FIRST. That the mortgagor is justly indebted to the mortgagee, its successors and assigns, in the sum of Forty Thousand and no/100 - - - - - Dollars (\$40,000.00) for money borrowed have executed and delivered to said MERRIMAN MORTGAGE COMPANY, their one certain principal promissory note, or bond, numbered 2513 bearing even date herewith, with interest thereon at the rate of five per cent (5%) per annum, on the unpaid balance from January 1, 1919, until maturity, payable in monthly installments of principal and interest as follows, to-wit: Three Hundred Seventy and no/100 Dollars (\$370.00) due on the first day of February 1919, and - - - - - Three Hundred Seventy and no/100 - - - - - Dollars (\$370.00) due on the first day of each succeeding month thereafter, until the principal and interest are fully paid, except that the balance of principal, with interest thereon, if not sooner paid, shall be due and payable on the first day of January 1921. Each installment shall be first applied in payment of the interest accrued on the unpaid balance of the principal and then on the principal sum. Both principal and interest are payable at the office of the MERRIMAN MORTGAGE COMPANY, at Kansas City, Missouri, or at such other place or places as the holder of said note may from time to time designate. Said note further provides that if said principal and interest are not paid when due, the same shall thereafter bear interest at the rate of ten per cent per annum, and further provides that if default be made in the payment of any principal or interest when due, then in such case the unpaid principal together with the interest accrued thereon shall at the option of the lawful owner of said note or notes immediately become due and payable.

In addition to the monthly payments of principal and interest on said note hereinbefore provided for, said party of the first part shall deposit with said party of the third part, one-twelfth of the aggregate sum of the following items: (1) All general and special taxes due on said real estate during the last preceding calendar year. (2) The proportionate cost of one year's fire insurance with supplemental coverage as required by this Mortgage. These payments shall be applied by third party to payment of general and special taxes and insurance premiums as they become due. In case the sums so paid by the first party shall not be sufficient to pay any such general or special tax or insurance premium when due, party of the first part shall on notice from third party pay the deficiency to third party, which shall then pay the general or special tax or insurance premium then due. If, after all general and special taxes and insurance falling due in any calendar year shall have been paid, a surplus of the monthly payments aforesaid shall remain, the same shall be applied to a reduction of such monthly payments for the next succeeding year; provided, however, that this reduction shall not apply as to insurance premiums if such reduction would prevent the accumulation of a sum sufficient to meet the premium next falling due. In case of default of any of the terms of this Mortgage the above funds deposited shall be applied by the party of the third part as a credit on the remaining unpaid balance of the principal sum.

SECOND. That the mortgagor agrees to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof, to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured against loss by FIRE in the amount of \$40,000.00, with extended coverage endorsement attached thereto, in insurance companies acceptable to the mortgagee, with policies payable to it in case of loss; to assign and deliver to mortgagee, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. If demanded by said MERRIMAN MORTGAGE COMPANY all renewal insurance policies shall be procured and renewed through said mortgage company. In case of loss it is agreed that the mortgagee may collect the insurance moneys or may deliver the policies to the mortgagor for collection. At the election of said mortgagee, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the 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 said property, 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 may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the mortgagee as additional and collateral security for the payment of all the indebtedness secured hereby, and the said mortgagee is entitled to the possession of said property, by a receiver or otherwise, as mortgagee may elect.

FIFTH. That the mortgagor hereby agrees to pay all taxes and assessments, general or special, which may be assessed in the State of Kansas upon the said premises or upon the interest of the mortgagee therein, and if at any time any law, either state or federal, should be passed making any change in the tax laws now existing by which any additional or increased tax is sought to be imposed directly or indirectly upon the holder of this mortgage, the debt hereby secured, shall, at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. The mortgagor further agrees not to permit any of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof or any interest therein to be sold for taxes.