

THE SAID PARTY OF THE FIRST PART, AND EACH OF THEM, IF THERE BE MORE THAN ONE, HEREBY COVENANTS AND AGREES WITH THE SAID PARTY OF THE SECOND PART AS FOLLOWS:

- (1). To pay said notes hereinbefore referred to when the same become due and payable according to the tenor thereof. Each principal note (if more than one be herein described) shall stand upon an exact pro rata basis with every other principal note with respect to the security furnished by this mortgage, provided, that any holder of any note may by endorsement thereon postpone the order of security pertaining thereto, so as to subordinate the security as to said note to any other note or notes.
- (2). To pay when due and payable all taxes, charges, and/or assessments, general and special, against said premises (and to furnish annually to the holder hereof before said taxes, charges, and/or assessments become delinquent a certificate of the proper authority, or of a professional abstractor, showing full payment of the same), and if not so paid that the holder of this mortgage may pay the same (of which payment, amount and validity thereof, the receipt of the proper officer shall be conclusive evidence), and all amounts paid thereafter shall be a further debt due, be secured by this mortgage, and bear interest at ten per cent per annum.
- (3). To keep said premises in good repair; to suffer no waste, nor suffer any lien of mechanics or material men to attach thereto, nor allow any of the buildings thereon to become vacant or unoccupied, nor do, nor suffer to be done, to, upon or about said premises anything that may impair the value thereof, or the security intended to be effected by this mortgage. And the holder of this mortgage is hereby authorized (in his, her or its discretion) to defend any suit in relation to said premises, to protect in any manner the title and possession thereof and the lien or security by this mortgage created or intended, and to make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance (should there be any), or to pay or settle any and all suits or claims for liens of mechanics or material men or any other claims that may be made against said premises, or for the repair or preservation of said premises, and all moneys expended for any such purpose, including all expenses and costs and a reasonable attorney's fee, if one be employed, shall be a further debt due, be secured by this mortgage, and bear interest at ten per cent per annum.
- (4). To keep the buildings on said premises, or which may be hereafter erected thereon, constantly insured against loss or damage by fire, lightning, tornado and windstorm, for the full insurable value thereof, so long as said indebtedness or any part thereof remains unpaid, in some company or companies acceptable to the holder hereof; and, as additional security, to keep the policy or policies therefor, as well as all other policies taken out during the existence of the debt hereby secured, and all renewals thereof, constantly assigned, pledged and delivered to said second party, each policy containing a loss clause payable to the holder hereof.
- In case of loss, the said first party hereby assumes all responsibility for proofs of loss, adjustment, compromise and expense of collection of said insurance, provided, however, that all payments thereon shall be made to the said party of the second part and be applied toward the payment of the indebtedness herein secured whether due or not, if said party of the second part so elects. And provided further, said second party may in his discretion, but shall be under no obligation to, settle and compromise loss claims or demands, and demand, receive and receipt for all moneys becoming payable under said policies.
- One week in advance of the expiration of any policy herein provided for said party of the first part agrees to deliver renewals of said policies, together with a receipt of the company or agent thereof issuing the same, evidencing full payment of the premiums therein provided.
- In case of failure to keep such buildings so insured and deliver the policies as agreed, the holder hereof may effect such insurance and all amounts paid therefor shall be a further debt due, be secured by this mortgage, and bear interest at ten per cent per annum.
- In the event of a sale of the mortgaged property in foreclosure proceedings said first party agrees to keep the buildings on said property, during the statutory time of redemption, insured against fire, lightning, tornado and windstorm, for their full insurable value, and to make the losses under such policies payable to the holder of the certificate of sale, as his interest may appear, and in the event of the failure of the first party so to procure such insurance, within one (1) day after such foreclosure sale, the holder of such certificate of sale may, without notice, procure the same, and all amounts paid therefor by such holder, with interest thereon at ten per cent per annum, shall and will be repaid by the party of the first part, on demand, and may be forthwith sued for and recovered of the party of the first part in an appropriate action for that purpose, and if not otherwise collected by such holder, shall be paid by any redemptioner from such foreclosure sale as so much additional redemption money; and in case of any such foreclosure sale all policies of insurance then held by the party of the second part may be assigned, re-written or changed so as to make the losses thereunder payable to the holder of such certificate of sale, as his interest may appear.
- (5). The lien created hereby is a first and prior lien on the above described land and premises and said party of the second part shall be subrogated for further security to the lien, though released of record, of any incumbrance or vendor's lien on said premises paid out of the proceeds of the loan secured hereby.
- (6). That there shall be left with said second party during the existence of the debt secured hereby a complete abstract of title to said premises, and if not then said second party may procure an abstract of title, and if suit be filed for the foreclosure of this mortgage said second party may have the abstract of title extended to the date of filing such foreclosure suit and all amounts paid for such abstract and/or for extending the same shall be a further debt due, be secured by this mortgage, and bear interest at ten per cent per annum.
- (7). As additional and collateral security for the payment of said indebtedness said first party hereby assigns to said second party all the rights and benefits accruing to the said first party under all oil, gas and mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said second party shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by him, and that the lessees in any such leases shall account for said rights or benefits to the said first party until notified by the legal holder hereof 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 farm purposes all notes secured by this mortgage shall immediately become due and payable, at the option of the holder of this mortgage.
- (8). If default be made in the payment of said notes (principal and interest notes) or any or either of them when the same become due and payable; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; or if the title of the said first party at the date hereof is other than fee simple, free and unincumbered; or in case of any default to refund on demand any moneys which have been paid out by the holder of this mortgage for taxes, insurance, liens, abstract of title, or extension of abstract of title, to said premises, protecting said title, or for any purpose authorized in this mortgage; then, the whole of the principal sum hereby secured, together with the interest accrued thereon, shall thereupon, at the option of the said second party, without notice, become immediately due and payable (anything herein or in said notes to the contrary notwithstanding) and this mortgage may be immediately foreclosed. Interest on the debt secured hereby shall be ten per cent per annum after maturity by default, or otherwise, until paid.
- (9). In case of foreclosure said second party shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of said premises, collect the rents and profits thereon and apply the same as the Court may direct.
- (10). In case of foreclosure hereof said real estate shall be sold without appraisalment, and the judgment rendered shall, if the holder hereof so desires, provided that the herein described property (whether same be in separate tracts or parcels) shall be sold together and not in parcels. Said first party hereby expressly waives all benefits of the homestead and stay laws of said State.
- (11). In the event of the passage, after date of this mortgage, of any law of the State of Kansas, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of said party of the second part, without notice to any party, become immediately due and payable.
- (12). That any failure of the said second party to exercise any right or option herein given or reserved shall not operate as a waiver or estoppel against any party from afterwards exercising any such or other right or option at any time.
- (13). All covenants and agreements in these presents contained to be kept and performed by said party of the first part shall extend to and be binding and obligatory upon the heirs, executors, administrators, assigns and legal representatives of said party of the first part, and, whether so expressed or not, shall inure to the benefit of and be available to the heirs and assigns of the said party of the second part, and words used in the singular number shall include the plural and words in the plural shall include the singular.
- (14). This mortgage and the notes secured hereby shall be in all respects construed according to the laws of the State of Kansas.