

And said mortgagee expressly agrees to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, as the same become due and payable, and procure and deliver to said mortgagee, its successors or assigns, on demand hereafter, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part 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 mortgagee 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 assessment 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 mortgagee 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 mortgagee 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 mortgagee shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered and such decree shall have continued undischarged and unsatisfied 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 mortgagee, and be collectible at once by foreclosure or otherwise, and appraisement is hereby expressly waived.