Purchase Money Mortgage Page 2

with said mortgagee clauses, all the mlicies of insurance on said buildings; and to pay all insurance premiums when due. In case of loss it is hereby agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the parties of the first part for collection. At the election of the party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding. 425

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THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, ilen or incumbrances 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 sum so paid shall become a lien upon the real estate described herein, and be secured by this mortgage, and may be recovered, with interest at ten (10) per cent per annum, in any suit for the foreclosure of this mortgage.

FOURTH. That in case of default in any of the covenants and agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional collateral security for the payment of all the indettedness secured hereby, all in accordance with an assignment of rents of even date horewith.

FIFTH. That the parties of the first part agree to pay all taxes and assossments, general or special, which may be assessed in the State of Kanasa upon said land, premises, or property, or upon this mortgage or the debt secured thereby, without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the massage by the State of Kanasa of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any court of competent jurkicition of a decision that the undertaking by the parties of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, in any such event, the debt hereby secured, without deduction, shall at the option of the party of the second part is contained in this mortgage or any law thereafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the taxes a casessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the 10th day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

SIXTH. That the parties hereto further agree that all the dovepants and agreements of the parties of the first part herein shall extend to and bind their heirs, executors, administrators, and assigns, and shall inure to the benefit of the party of the second part, her heirs, executors, administrators and assigns.

SEVENTH. That in the event of foreclosure, parties of the first part agree that the lien hereby created comprises a purchase money mortgage and that foreclosure of said mortgage shall be in accordance with the terms and conditions with the statutes of the State of Kansas pertaining to the foreclosure of purchase money mortgages and the redemption thereof.

EIGHTH. That if such payments be made as are herein specified, this conveyance shall be void; but if the note herein