placed thereon, in good repair at all times, and shall commit or suffer no waste or nuisances thereon, nor allow said premises to go unoccupied, and shall permit said second party by its officers and agents to go upon said premises and repair the same whenever they deem it necessary for the protection of the property, and in case said premises are left unoccupied, to take possession of and rent the same and do such acts as may to them seem best for the protection of said property and the interests of second party therein, and shall fully comply with and perform all the covenants and agreements herein contained, then this mortgage shall be void.

But, If and as often as default be made in the performance of any of the conditions, covenants and promises herein contained, on the part of the said parties of the first part, at the time and in the manner herein provided, then, in either or any such case the whole principal sum secured by this instrument then remaining unpaid and the interest and premium and fines accrued thereon according to the terms and conditions of said First Mortgage Bond executed by first parties bearing even date herewith and hereinbefore referred to, shall, at the election of second party, its successors or assigns, and without notice to first party, become at once due and payable, and said party of the second part, its successors or assigns, upon such election, may at once enter upon and take possession of said premises, and take and receive the rents, profits and income thereof and shall have full control of the same, so long as said default exists, and may apply to any judge or Court having jurisdiction to appoint and have appointed a receiver to take charge of said property and preserve the same and collect the rents and profits thereof, and may proceed to foreclose said mortgage and have said property sold and the proceeds thereof together together with the rents and profits, applied, first, in payment of the costs of suit, and ($120.00) One Hundred Twenty Dollars attorneys fees, and all moneys which may have been advanced by second party for insurance, taxes and other liens and assessments with interest thereon at Twelve per cent per annum, and which shall become a lien on said premises from date of advancement of same; second, to pay all sums of money due and payable upon the said first mortgage bond secured hereby, with the accrued interest and premium thereon, and third, the overplus, if any, to be paid to the first parties, their legal representatives or assigns.

* But, until default be made in some one or more of the conditions hereof, the parties of the first part shall be entitled to the use of income, rents, and profits of the said property.

And the said parties of the first part, for themselves and their heirs, executors and administrators and assigns do hereby covenant to and with the said party of the second part and its successors or assigns that they are lawfully seized of said premises in fee simple, that they have good right to grant, sell and convey the same; and that said premises are free and clear of all liens and encumbrances of every kind and nature whatsoever, and that the said parties of the first part will warrant and defend the same against all claims, liens, clouds and demands whatsoever.

This mortgage is delivered in the State of Colorado and is to be construed according to its laws so far as it relates to or affects the validity of the first mortgage bond secured hereby. All erasures and interlineations appearing in this mortgage were made by consent of first parties before the execution hereof.

In Witness Whereof, The parties of the first part have hereunto set their hands and seals the day and year first above written. [Seal]

Clarence L. Leeds [Seal]

Signed, Sealed and Delivered in the Presence of

Josephine Leeds [Seal]