

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said mortgagee, and to its successors and assigns, forever. And it is hereby covenanted and agreed that at the delivery hereof mortgagor is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and mortgagor will warrant and defend the same in the quiet and peaceable possession of mortgagee, its successors and assigns' forever, against the lawful claims of all persons whomever.

As additional and collateral security for the payment of the note or notes hereinafter described, the mortgagor hereby assigns to said mortgagee, its successors and assigns, all the royalties, rights and benefits accruing to the mortgagor under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said mortgagee, its successors and assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such lease shall account for such rights or benefits to mortgagor or assigns until notified by legal holder of the note or notes hereby secured to account for and to pay 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 in the sum of Eleven Thousand & No/100 Dollars according to the terms of one certain mortgage note dated First day of November, 1922, executed by mortgagor in consideration of the actual loan of said sum, and payable to the order of the mortgagee, with interest thereon payable as stipulated in said note or notes; both principal and interest and all other indebtedness accruing under said note or notes being payable in lawful money of the United States of America at the principal office of the Kansas City Life Insurance Company, in Kansas City, Missouri, and said note or notes providing that if default is made in the payment of any interest the principal and accrued interest unpaid may be declared due, and the legal holder at once proceed to collect the same, and the principal and interest not paid when due shall bear interest thereafter at the rate of ten per cent per annum.

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 \$20,000.00 and against loss by Tornado in the amount of \$7,500.00, in insurance companies acceptable to the mortgagee, and 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. 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 incumbrance on the