

443

lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances with interest at the rate of ten per cent per annum from date of such advancement, and this mortgage shall be a further lien for the repayment thereof.

COMPARED

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain continuously until this loan is fully paid, both fire and tornado insurance upon all building in a company satisfactory to the mortgagee or assigns, in a sum not less than Twenty Two Thousand Dollars, payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste, and to take out policies of insurance -- fire, tornado, or both -- should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

The mortgagors agree to pay all expenses and disbursements, (including a reasonable attorney's fee) occasioned by any suit or proceeding involving the premises hereby mortgaged and wherein the mortgagee or the mortgagee's heirs or assigns or the holders of any of the notes secured by the within mortgage may be made a party.

Non-compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

The mortgagors further expressly assign to the holder of said mortgage indebtedness all their interest in any outstanding leases upon said land, whether agricultural or mineral, and all their rights to any royalties or rents arising from any such leases; and mortgagee is authorized at mortgagee's option, but is not required to collect such rents or royalties, and to hold such royalties or rents as mortgagee collects or as are paid over to mortgagee by mortgagors, and apply the same to the payment of this mortgage indebtedness as it matures.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents, or any other authority herein granted.

Grantors agree that in case default occurs upon said mortgage indebtedness or any part thereof and suit is instituted to collect the same, they will pay as attorney's fee of ten per cent, on the first five hundred dollars, and five per cent, on sums above that, to become due immediately upon filing the petition, and which attorney's fee may be included in the cause of action and shall be secured by the lien of this mortgage.

The mortgagors also agree that in the event of the breach of any of the conditions of this mortgage and the mortgagee, his heirs or assigns, elect to foreclose said mortgage, the mortgagors herein will pay all expenses and disbursements with ten per