

468

cent additional on the amount due may be added for collection fees, but in no event less than the sum of Fifty Dollars.

Now, if the party of the first part shall fail to pay, or cause to be paid the note or notes secured hereby, or any part hereof, or when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage or of said note or notes above described, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and it is agreed and understood that if the said real estate is occupied by the owner thereof the rents assigned herein and authorized to be collected by the Receiver, shall be the customary crop rent, and out of all the moneys arising from such sale to retain the amount due for the principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said party of the first part; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage, and if said prior mortgage be assigned in trust or otherwise, to another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party, and any and all other sums; paid or due as authorized herein or in said note or notes hereby secured shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby, shall draw interest at the rate of eight per centum per annum, payable.... annually, from the date said sums are expended, except the note or notes which shall severally draw interest as provided in said note or notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

It is hereby understood and agreed that in consideration of the covenants, agreements and privileges contained in the prior bond and mortgage, referred to above, and the rate of interest provided for therein, and the time and money, expended in making the loan evidenced by said prior bond and mortgage, that neither the payment of said prior bond or any part thereof before maturity, nor the exercising of any privilege or option written in said prior bond or mortgage, shall in any way lessen or affect the liability of the party of the first part on the note, or indebtedness, secured by this mortgage.

Signed and delivered this 18 day of October, 1923.

In the presence of  
.....

Leona Morrison, nee Fry,  
C. W. Morrison,

ACKNOWLEDGEMENT  
(Husband and wife)