

This mortgage is given to secure the sum of Four Hundred and No/100 Dollars, with interest thereon at the rate of 6 per cent, per annum, from date hereof, payable annually according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, with coupons for such interest thereto attached, and payable to the order of the mortgagee herein, on the dates therein specified ( or in partial payments prior to maturity in accordance with stipulations therein ), signed by first parties.

It is expressly agreed and understood by and between the said parties hereto, that this mortgage is a first lien upon said premises; that the first parties will pay said principal and interest at the time when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair; and shall not be destroyed or removed without the consent of said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire, lightning and tornado for not less than ----- Dollars, in form and companies satisfactory to said second party, and that all policies shall be delivered to said second party. If the title to said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

It is further agreed and understood, that the said second party, or assigns, may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of such party, including insurance upon buildings, and recover the same from the first parties with ten per cent interest, and that every such payment is secured hereby; and that in case of foreclosure hereof, and as often as any foreclosure hereof may be filed, or note placed in the hands of an attorney for collection, the holder hereof may recover from the first parties an attorney's fee of Forty Dollars, which is secured hereby, and which the first parties promises and agrees to pay, together with all costs.

It is further agreed., that any expense incurred by second party, or assigns, in litigation or otherwise, including attorney's fees and abstract of title to said premises, by reason of this mortgage, or to protect its lien, or to enable it to bring suit to foreclose this mortgage, shall be repaid to second party, or assigns, by first parties with interest thereon at the rate of ten per cent annum, which is secured hereby.

It is further agreed and understood, that any and all oil, gas or mineral leases now on the aforescribed premises, and all interest and rights therein, are hereby assigned to the second party. It is further agreed, that upon the performance of all the conditions of this mortgage by the first parties and release hereof by the second party, or assigns, all rights conferred by this assignment shall cease and terminate, and this assignment shall become null and void.

And it is further agreed that upon a breach of the warranty herein, or upon a failure to pay when due, any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirement herein, the whole sum secured hereby shall at once and without notice become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per cent per annum until paid.

It is further agreed, that upon the default by the first parties in the performance of any of the conditions, covenants or agreements of this mortgage, the holder hereof may, at his election, take possession of said premises and receive and collect all rents, profits and emblements arising therefrom, which are hereby pledged to the payment of the sum due or to become due hereunder, and such holder shall be entitled to a foreclosure of this mortgage, and to have the premises sold and the proceeds applied to the payment of the sums secured hereby, and that immediately upon the filing of the petition in foreclosure, the holder