

covenant or condition herein contained, then the said second party, or its legal representatives, are hereby authorized to pay said delinquent items together with any other sums which it may deem necessary to protect this lien, including liens claims adverse title and encumbrances on said premises, and expense or abstract or title to said premises and in perfecting and defending the title to said premises (which expense shall include among other things, whatever amount may be expended by second party, as attorney's fees either in perfecting or defending said title); and first party will immediately repay to the second party all such sums of money as it may have so paid, as herein provided, with interest thereon, at the rate of ten per cent (10%) per annum from the date of payment, and all of which sum or sums of money and the interest and penalties to accrue thereon shall be a charge and lien upon said premises, and shall be secured by this mortgage; and in case of failure refusal or neglect of said first party to repay immediately any of the above mentioned items, or in case of breach of any of the covenants or conditions herein contained, the whole of said principal sum named herein; and interest thereon, and all other items which ^{this} mortgage secures, shall become immediately due and payable and this mortgage may be foreclosed accordingly or in such case, the holder of any such items normally due may foreclose this mortgage for such sums subject to all other unpaid mortgage indebtedness and without effecting or impairing the mortgage as security therefor.

And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its successors, and assigns as additional collateral security. and said party of the second part, or its successors and assigns, shall be entitled to possession of said premises, by receiver or otherwise;

FIFTH:- It is further agreed and understood that this mortgage secures the payment of the principal bond or note and interest coupons notes herein described and all renewals, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal ~~of~~ the interest upon the same during the said time of extension,

SIXTH:- Said party of the first part hereby agrees that when and as often as action is brought to foreclose this mortgage for all or any part of the indebtedness thereby secured said party of the first part will pay a reasonable attorney's fee of (\$120.00) One Hundred Twenty and No/100 Dollars to become due and payable when the suit is filed, which this mortgage also secures, and in case of settlement after employment of an Attorney and before suit is brought, will pay one-half of said sum as an attorney fee, which is hereby secured, and said party of the first part does hereby expressly waive appraisal of the said real estate,

SEVENTH; As additional collateral for the payment of the indebtedness hereinbefore described, the said party of the first part does hereby assign to the said party of the second part, its successors and assigns, all the profits, revenues, royalties, rights and benefits, accruing to the said party of the first part under all oil, gas and mineral and other leases on said premises,

This assignment to terminate and become null and void upon release of this mortgage. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and effect,

IN TESTIMONY WHEREOF, this instrument is hereunto subscribed by party of the first part on the day and year first above mentioned, Lafayette Galbraith

STATE OF KANSAS
COUNTY OF PAWNEE

} ss

before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of December, 1924, personally appeared Lafayette Galbraith, a widower, to me known to be the identical person who executed the within and foregoing instrument, and acknow-

COPIED BY
P. P. P.
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