

date of such advancement, and this mortgage shall be a further lien for the repayment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they are now; to neither commit nor suffer waste; to maintain continuously until this loan is fully paid, fire, gas explosion and tornado insurance upon all buildings in a company or companies satisfactory to the mortgagee or assigns, in a sum not less than Nine Thousand Dollars (\$9000.00) payable in case of loss to mortgagee or assigns, upon the mortgaged 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 hereto to repair any waste, and to take out policies of insurance, fire, gas explosion and tornado; should mortgagors default in so doing and to advance the money therefor; and to pay such advance with interest at the rate of ten per cent. per annum, mortgagors pledge themselves and the lien of this mortgage shall extend thereto.

Non compliance with any of the agreements herein made 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 or election to consider the debt due shall be necessary before instituting suit to collect the same and moreover 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 of their interest in any outstanding leases upon said land and all their rights to any royalties or rents arising from any such leases; and mortgagee is authorized at mortgagor'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 the mortgaged indebtedness as it matures.

The exercise of the rights and authority herein granted to the holder of the mortgaged indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgaged indebtedness, and not obligatory upon him, and he shall in no case be liable to the mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect rents or royalties, or any other authority herein granted.

Grantors agree that in case default occurs upon said mortgaged indebtedness or any part thereof and suit is instituted to collect the same, they will pay an attorney's fee of ten per cent. on the amount of this mortgage and the same 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.

WITNESSED our hands this 6th day of December 1909.

Executed and delivered in
presence of.
R. J. Lynch
Verna Clay.

John C. Mitchell
Alice M. Mitchell