

and also to secure performance of all the agreements herein contained.

If said notes and interest shall be paid as provided therein and if all the agreements herein contained shall be kept and performed, then these presents shall be void, but otherwise shall remain in full force and effect. The Mortgagor hereby agrees (until full satisfaction of this mortgage: To pay all taxes and assessments upon said property or upon this mortgage or upon the note or indebtedness secured hereby at least ten days before they become delinquent and also to pay all liens upon said property for labor or material within thirty days after the same shall be filed. To keep the building upon said premises insured against fire to the extent of eight hundred dollars in a company or companies acceptable to and for the benefit of mortgagee; and to deliver the policies and renewals therefor to Mortgagee; To keep all improvements upon said property in good condition and repair and neither commit or suffer any waste upon said property. That if default be made in any payment or agreement hereunder the mortgagee or any holder of the note secured hereunder may make advances thereof. The mortgagee or any holder of the note secured hereby may also take any action and make any advance and pay settle compromise or litigate any lien or claim whatsoever as in her or their discretion may seem necessary for the protection of said property or of the indebtedness secured hereby. All advances for any of said purposes with interest thereon at eight per cent per annum shall become a part of the indebtedness secured hereby without waiver of any right arising from any default hereunder and such amounts with interest thereon shall be repaid before any application upon the note secured hereby. That if any default is made in the payment of any interest or principal as they severally become due or in the performance of any agreement of this mortgage then the note secured hereby shall at the election of the holder hereof become immediately due and payable without demand or notice (time being the essence hereof) and this mortgage may then be foreclosed according to law and a receiver for said property with usual powers may be appointed without notice forthwith upon the filing of the complaint or at any time thereafter. That in any foreclosure of this mortgage or action therefor the mortgagor will pay in addition to the costs and fees allowed by statute such sum as the court may adjudge reasonable as attorneys fees for the benefit of the Plaintiff which shall be a lien on said property due and payable when action is commenced and enforceable in such action. That in any foreclosure of this mortgage the mortgagee shall be entitled to deficiency judgment against the maker of said note for any balance of judgment interest and costs that may remain unsatisfied after sale of said property.

In Witness whereof the said mortgagor has hereunto set his hand and seal the day and year first above written.

Signed sealed and delivered in presence of J.R.King (Seal)

A.J.Crockett

J.E.Dean

State of Colorado

County of Bent, ss. This is to certify that on this 11th day of December 1912 before me the undersigned a duly qualified Notary Public in and for the State of Colorado, personally appeared J.R. King to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

P.G.Scott

Commission expires Febry 4th 1914
(Notarial Seal)

Notary Public for Colorado

Filed for record by Martha Harvey on Jan. 2nd 1913 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

1250