

or may be levied and assessed against said premises or any part thereof and shall pay the premiums for the amount of insurance hereinafter specified and shall keep the buildings and fences on said premises in good repair and repair from cutting and removing wood and timber from said premises and from the commission of other wastes than those permitted shall be void and otherwise shall remain in full force and effect. But if any of said notes or any part thereof or any interest thereon is not paid when the same is due or if the taxes and assessments of any nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same becomes due and payable, then all of said notes and interest thereon shall and by these presents do become immediately due and payable if the holder hereof so elects without notice. Said party of the first part agrees to keep the buildings upon said premises insured until all said notes are paid in a reliable insurance company for the benefit of the mortgagee in the sum of at least \$2000 and upon failure of said party of the first part to keep said buildings insured the holder hereof may insure the same and shall be entitled to recover from the party of the first part the amount paid for such insurance with 12 per cent interest and the same shall be a lien upon said premises secured by this mortgage.

Upon default of the above covenants and conditions or any or either of them the party of the second part his heirs and assigns shall be entitled to the immediate possession of said premises and to the rents issues and profits of the same. In case of foreclosure of this mortgage said real estate shall be sold with or without appraisalment as the holder hereof may elect.

In Witness Whereof the said party of the first part has hereunto set his hand the day and year first above written.

Joseph Ballard

State of Kansas, Douglas County ss.

Be it remembered that on this 4th day of June A.D. 1881 before me the undersigned as Notary Public in and for the County and State aforesaid came Joseph Ballard, a single man who is personally known to me to be the same person who executed the foregoing instrument and he duly acknowledged the execution of the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

L. S. Steele

ES.S.

Term expires Jan 17. 1882.

Notary Public,
Lawrence Douglas County - Kansas

Recorded June 4th 1881 at 5²⁰ O'clock P.M.

W. H. Arnold
Register of Deeds