

will keep the buildings on said property insured in some approved Insurance Company payable in case of loss to the mortgagee or assigns and deliver the policy to the mortgagee as collateral security herefor.

Now if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided or if default be made in the agreement to insure then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable and in case of such default of any sums covenanted to be paid for the period of ten days after the same becomes due the said first parties agree to pay to said second party and his assigns interest at the rate of 12 per cent per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be and not exceed the legal rate of 12 per cent, but the party of the second part may pay any unpaid taxes charged against said property or insure said property if default be made in keeping up insurance and may recover for all such payments with interest at twelve per cent in any suit for foreclosure of this mortgage and it shall be lawful for the party of the second part his executor administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law Appraisement thereof or not at the option of the party of the second part and out of all the money arising from such sale to retain the amount then due or to become due according to the conditions of this instrument and interest at twelve per cent per annum from the time of said default until paid, together with the costs and charges of making such sale and a reasonable attorneys fee for the foreclosure of this mortgage to be taxed as other costs in the suit.

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

O. C. Chubbart

Martha J. Chubbart

State of Kansas }
County of Douglas }

Be it Remembered that on this 11th day of March A.D. 1882 before me as Notary Public in and for said County and State came, O. C. Chubbart and Martha J. Chubbart his wife to me personally known to be the same persons described in and who