

are in at this date and shall permit no waste and especially no cutting of timber except for making and repairing of fences on the place and such as shall be necessary for firewood for the use of the grantors family and the commission of waste shall at option of the mortgagee render this mortgage due and payable.

Fourth- And the said party of the second part his endorsees or assigns may pay such taxes and assessments or any part thereof as hereinbefore agreed paying the cost thereof and may also pay the final judgment for any statutory lien claims including all costs; and for the repayment of all moneys so paid with interest thereon from the time of payment at the rate of twelve per cent. per annum payable semi-annually these presents shall be a security in like manner and with like effect as for the payment of said bond and interest coupons.

Fifth- The said first party agrees that if the maker of said note shall fail to pay any of said money either principal or interest within thirty days after the same becomes due or to conform or to comply with any of the foregoing covenants the whole sum of money herein secured may at the option of the holder of the note hereby secured and at their option only and without notice be declared due and payable and this mortgage may thereupon be foreclosed immediately for the whole of said money interest and costs together with statutory damages in case of protest and said second party or any legal holder hereof shall at once upon the filing of a bill for the foreclosure of this mortgage be forthwith entitled to the immediate possession of the above described premises and may at once take possession and receive and collect the rents issues and profits thereof. For value received the said party of the first part do hereby expressly waive an appraisement of said real estate should the same be sold under execution order of sale or other final process and do further waive all benefits of the stay valuation or appraisement laws of the State of Kansas: and do further agree that the contract embodied in this mortgage and note secured hereby shall in all respects be governed construed and adjudged according to the laws of Kansas where the same is made.