

The following is indorsed on the original instrument
 known all men by these presents that David & Benson the assignee within named,
 do hereby acknowledge full payment of the note by the foregoing mortgage secured, and
 authority the Register of said County of Douglas, in the State of Kansas to discharge the same from
 his volume whereof I have heretofore set my hand, on this 18 day of April A. D. 1891
 David & Benson {seal}

Recorded April 21st 1891

James P. Smith

be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of twelve per cent. per annum. But whether the legal holder of this mortgage elects to pay such taxes, assessments or insurance premiums or not it is distinctly understood that the legal holder hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third: Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon above described premises in responsible insurance companies to the satisfaction of the legal holder of this mortgage to the amount of not less than One Thousand Dollars, loss, if any, payable to the mortgagee, or his assigns, as his interest may appear. And it is further agreed that every such policy of insurance shall be held by the party of the second part or the legal holder hereof as collateral and additional security for the payment hereof. And if the party of the first part his heirs, legal representatives or grantees shall procure any additional insurance upon said premises, and the policy therefor shall not be made in terms payable in case of loss to the said mortgagee or his assigns, the company placing such additional insurance shall nevertheless make contribution in case of loss to the same extent as would be required to do if such insurance had been so made payable as collateral and additional security for the payment hereof.

Fourth: Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same now are, and abstain from the commission of strip or waste on said premises until the whole sum hereby secured is fully paid.

Fifth: It is further expressly agreed that in case of default in the payment of said