

another note executed and delivered by the said Creek Builders, Inc. bearing date of ~~January 1, 1961~~, and payable to the order of the Estate of Clinton H. Chalmers, deceased, each of said notes being in the sum of Seventy Thousand Two Hundred Sixty-Four Dollars and Eighty-Nine Cents (\$70,264.89), payable semi-annually, on the 31st day of December, 1963 and June 30, 1964 and every six months thereafter, with the entire balance due and payable on December 31, 1975, and payable at the office of second parties in Hutchinson, Kansas.

Second. Said party of the first part agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said parties of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall 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 6 per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders 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 keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the notes hereby secured are fully paid.

Fourth. Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of One Hundred Forty Thousand Five Hundred Dollars; loss, if any, payable to the mortgagees or their assigns. And it is further agreed, that such policy of insurance shall be held by the parties of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said parties of the second part, or the legal holder or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth. Said party of the first part hereby agrees that if the maker of said notes shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said party of the first part, for said consideration, does hereby expressly waive an appraisal of said real estate, and all benefit of the Homestead and Stay Laws of the State of Kansas.

Sixth. The ownership of John T. Borton and the Estate of Clinton H. Chalmers, deceased, in and to the foregoing Mortgage