

possession of the premises, and the rents issues and profits thereof.

Third. Said parties of the first part hereby agree 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 note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure & maintain policies of insurance on the buildings erected ~~on said~~ 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 four hundred dollars, loss, if any payable to the mortgagee or their assigns.

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 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 may at any time become payable and receivable thereon and apply the same when received to the payment of said note together with the cost & expenses incurred in collecting said insurance, or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note may deliver said policy to said parties of the first part, and require the collection of the same, & payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agree that if the makers of said note 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 & coupons when the same become due, or to conform 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 parties of the first part, for said consideration do hereby expressly waive an appropriation of said real estate and all benefit of the homestead, exemption and stay laws of the State of Kansas - The foregoing conditions being performed this conveyance to be void, otherwise of full force & virtue.

Sixth. In case of default of payment of any sum herein covenanted to be paid, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party and its assigns, interest at the rate of twelve per cent per annum computed annually on said principal note from the maturity thereof to the time when the money shall be actually paid.

In testimony Whereof the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and at the place above mentioned.

Witness my hand and seal this 1st day of June 1883

H. H. Sweet
Rose A. Sweet


