

to 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 or 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 thereof 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 it 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 & other improvements upon said premises in as good repair & 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 bond, or any part thereof or any of the sums of money to become due as herein specified, according to the tenor and effect of said bond, or in case of the breach by the said party of the first part of any of the covenants or agreements herein mentioned, then the bond secured hereby, shall bear interest at the rate of twelve per cent per annum from its date, and this conveyance shall become absolute, and the party of the second part be at once entitled to the possession of the above described premises & to have and to receive all the rents & profits thereof, and the said bond with interest accrued thereon and all moneys which may have been advanced & paid by the said second party, with the aforesaid interest thereon, shall at the election of said ~~party~~ second party, thereupon each & every one of them become & be at once due & payable. And the said party of the first part for said consideration hereby expressly waives and apraiment of said real estate, and all the benefits of the homestead, exemption & stay laws of the State of Kansas.

The foregoing conditions being performed this conveyance to be void, & satisfaction endorsed hereon by the legal holder which shall be entered of record at the cost of the said party of the first part, otherwise to remain in full force & virtue.

In testimony whereof the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year first above written.

Witness

J. W. Bullock,

James Brooks

By ^{his} Porter

Elmira Porter

Seal

Seal

State of Kansas

County of Douglas

ss. Be it remembered that on this ninth day of April A.D. eighteen hundred and eighty-seven before me a Notary Public in & for said County & State came