

ences, 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 and maintain policies of insurance on the building 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 <sup>thirteen</sup> 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 costs and expenses incurred in collecting said insurance; or may elect to have building repaired, or new building 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, and payment made of the proceeds as last above mentioned.

Fifth: Said parties of the first part hereby agree that if the maker 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 and coupons, when the same becomes 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, does hereby expressly waive an appraisalment 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 and 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.