

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 12 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such ^{assessments,} taxes, 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} to abstain from the commission of waste on said premises until the sum ^{and} sums of money hereby secured are fully paid.

Fifth: Said party of the first part hereby agrees that if the maker of said bond 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 bond and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum or sums 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 appraisement 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, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party its successor or assigns, interest at the rate of 12 per cent. per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 12 per cent. per annum.

In Testimony whereof, The said party of the first part has hereunto subscribed his name, and affixed his seal, on the day and year above mentioned.

C. W. Cook.

(Seal)