

name, place and stead of said first party, and his agent and attorney-in-fact, sign and endorse all vouchers, receipts and drafts that shall be necessary to procure the money thereunder, and to apply the amounts so collected towards the payment of the bond, interest coupons, and interest thereon; and if any or either of said agreements be not performed as aforesaid, then the said party of the second part, his endorsees or assignees, may pay such taxes or assessments, or any part thereof, may effect such insurance, as hereinbefore agreed, paying the cost thereof, and may also pay the final judgment for any statutory lien claims, including all costs; and for the repayment of all moneys so paid, with interest thereon from the time of payment, at the rate of two or per cent. per annum, payable semi-annually, these presents shall be a security, in like manner with like effect as for the payment of said bond & interest coupons.

Tenth: The said first party agrees, that if the maker of said note shall fail to pay any of said money, either principal or interest, within thirty days after the same becomes due, or to conform or comply with any of the foregoing covenants, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, at their option only and without notice, be declared due & payable; & this mortgage may thereupon be foreclosed immediately for the whole of said money, interests and costs, together with statutory damages, in case of protest; and said second party, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above-described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof. For value received, the said party of the first part do hereby expressly waive an appraisement of said real estate, should the same be sold under execution, order of sale, or other final process, and do further waive all benefits of the stay, valuation or appraisement laws of the State of Kansas; and do further agree, that the contract embodied in this mortgage and note secured hereby shall in all respects be governed, construed, and adjudged according to the laws of Kansas, where the same is made. The foregoing covenants being performed, this conveyance to be void otherwise of full force and virtue.

In Testimony Whereof, The said party of the first part have hereunto set their hands, this 1st day of March, Eighteen Hundred and Eighty-eight.

Attest Jno. C. Keith,
Gro. A. Banks.

Aaron H. Foote
Isle M. Foote