

his assigns, to be at any time thereafter exercised without notice to the parties of the first part; but the legal holder of this mortgage may at option pay or cause to be paid the said taxes and assessments so due and payable, and such premiums and charges for insurance, as the mortgagor or assigns shall neglect or refuse to pay, and charge them against said parties of the first part, and the amounts so charged shall be an additional lien upon the said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured, together with interest at the rate of twelve per cent. per annum, payable annually, until fully paid & discharged; but whether the party of the second part elect to pay such taxes, assessments and insurance or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then, in like manner, the said note and the whole of the said sum shall immediately become due and payable, and the said mortgage or his assigns may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof. And the said parties of the first part shall and will at their own expense, from this time until said notes and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured to the amount of Dollars, to the satisfaction of the mortgage or his assigns, in some responsible Insurance Company duly authorized to do business in this State, for the benefit of the party of the second part, and his assigns, who shall have possession of all the policies of insurance and all renewal receipts hereof. And the said parties of the first part hereby waive all benefits of the stay, valuation or appraisal laws of the State of Kansas.

In Witness whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

A. H. Cutler [seal]
Mary Cutler [seal]

State of California }
County of San Diego } ss:

Be it Remembered, That on this 4 day of May A.D. 1888 before me Geo W Beermaier a Notary Public in and for the County and State of or said, came A. H. Cutler who is personally known to me to be the same person who executed the foregoing instru-

This foregoing is read to said parties of the first part
 Received of A. H. Cutler the within named mortgage
 the sum of Fifty thousand Dollars and 250 Dollars in full