

effect thereof, and shall keep the building erected and to be erected upon the premises above conveyed insured against loss or damage by fire in the sum of not less than Two Thousand Dollars by such insurance company or companies as shall be approved by said parties of the second part and in default of said insurance the said parties of the second part may effect such insurance and the premium paid for effecting the same, together with all expenses, costs and charges incident thereto, with interest thereon at the rate of twelve per cent per annum from the date of payment thereof by said parties of the second part until repaid by the said parties of the first part, shall be a lien upon said mortgaged premises, added to the amount of said obligation and secured by these presents, and shall be included in and made a part of any judgment upon foreclosure of this mortgage, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed or levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if said insurance is not effected, and the policy and certificates are not assigned, as aforesaid, then and upon failure of the said parties of the first part to perform the foregoing provisions, covenants and agreement, or any or either of them, the whole of said sum, sums and interest thereon shall, at the option of the said parties of the second part, become due and payable forthwith, whether due by the terms of said notes or not; and said parties of the second part shall be entitled to have and maintain in his action in any court of competent jurisdiction for the recovery of the whole sum secured by this mortgage, and for all costs and expenses of such suit. Appraisement Waived.

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

William T. Smith

Mary L. Smith

State of Missouri

County of Jackson

ss. Be it Remembered, That on this 16th day of August A.D. 1880 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William T. Smith