

pay such taxes, assessments 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 twelve percent per annum. But whether the legal holder of this mortgage elect to pay such taxes, assessments or not, it is distinctly understood that the legal holder hereof may declare the debt hereby secured due and immediately cause this mortgage to be foreclosed.

Third- Said party of the first part hereby promises and agrees that all buildings, fences and other improvements upon said premises shall be kept in a good repair and condition as the same are in at this date, and that no waste shall be committed on said premises until the debt hereby secured is fully paid.

Fifth- Said party of the first part hereby agrees that in default of the payment of any sum hereby secured, when the same is due, or in default of the specific performance of any covenant herein contained, said party of the second part, or the legal holder hereof, shall be entitled to have and recover of and from the maker of the note hereby secured, interest at the rate of twelve percent per annum, computed annually on said principal note, from the date thereof to the time when the same shall be actually paid in full, first deducting from the amount of said interest such sums as may have been previously paid on account of interest, so that the total amount of interest from date of note to date of payment shall not be in excess of twelve percent per annum.

Sixth- Said party of the first part hereby agrees 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 become due, or to conform or comply with any of the foregoing conditions or agreements, the said party of the second part, or the legal holder hereof, shall have immediate possession of the premises hereinbefore described, and all the rents, profits and emblements thereon, and the whole sum of money hereby secured shall, at the option of the legal holder 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 and released of record at the proper cost of said party of the first part, otherwise of full force and virtue.

In Testimony Whereof The said party of the first part has hereunto