

To be erected upon the premises above conveyed incurred against loss or damage by fire, in the sum of not less than Two Hundred Dollars, by such insurance company or companies as shall be approved by said party of the second part, and in default of said insurance the said party 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 percent per annum from the date of payment thereof by said party of the second part until paid 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 the presents, and shall be included in and made a part of any judgment upon foreclosure of this mortgage, then the 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 one either of them, the whole of said sum, sum and interest thereon, shall, at the option of the said party of the second part, become due and payable forthwith, whether due by the terms of said note or not, and said party of the second part shall be entitled to have and maintain 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. Appraiserment Waived.

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

Henry Fueel  
Harriet Fueel

*(Handwritten signatures)*

State of Kansas

County of Douglas, ss. Doth remember that on this fourth day of April A.D. 1871, before me, the undersigned, a Notary Public in and for the County of State aforesaid, came Henry Fueel and Harriet Fueel his wife who are personally known to me to be the same persons whose executed the within instrument of writing, and they duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written. My commission expires July 31, 1892.

*E.B.*

Alfred F. Fueel

Notary Public.

Recorded April 4, 1887 at 12 o'clock P.M.

JAMES BROOKS

Register of Deeds.

The following is indored on original of instrument.  
J.W.C. Brandenburg, the Mortgagor, within named, hereby acknowledge and ratify all previous acts of the parties to this instrument, and doth further acknowledge and ratify the signature of Alfred F. Fueel, Notary Public, to discharge and discharge