

Now, if the said party of the first part shall well and truly pay, or cause to be paid the said sum of money in said note mentioned, with the interest thereon according to the tenor and effect of said note, then these presents shall be null and void. But, if said sum of money, or any interest thereon, is not paid when the same is due and payable, or if any taxes or assessments levied against said property, are not paid when the same are payable, or if default shall be made in the agreement to keep said premises insured, as hereinafter set forth, then, in either of these cases, the whole of said sum mentioned in said note, together with the interest thereon shall, and by this indenture does immediately become due and payable at the option of the party of the second part or his assigns, to be at any time thereafter exercised without notice to the party 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 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 party of the first part, and the amounts so charged shall be an additional sum for 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 and 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 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 mortgagor 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 party of the first part shall and will at his own expense, from this time until said note and interest, and all taxes 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 Seven Hundred Dollars to the satisfaction of the mortgagee 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, insurance and all renewal receipts thereof. And the said party of the first part hereby waive all benefits of the stay, valuation or appraisement laws of the State of Kansas.

I, witness whereof I, the said party of the first part, hath herunto set his hand and seal the day and year first above written.

Matthew B. Faile

[seal]