

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 inured as herein after 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 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 to 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 forced and collected in the same manner as the principal debt hereby secured, together with interest at the rate of 10 per cent. per annum, payable annually, until fully paid and discharged; but whether the party of the second part elects 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 mortgagee 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 note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, incurred to the amount of twelve 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 of insurance and all renewal receipts thereof. And the said parties of the first part hereby waive all benefits of the stay, valuation or appraisement laws of the State of Kansas.

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

Sarah A. Leonard [seal]

Wellington J. Leonard [seal]

State of Kansas
County of Douglas } ss

Beth Remembered, That on this 15th day of July A.D. 1889 before me, L. Sinclair a Notary Public in and for the County and State aforesaid, came Sarah A. Leonard and Wellington J. Leonard, her husband who are personally known to me to be the same persons who executed the foregoing instrument of writing.