

may make any payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure, and sums so paid shall become a lien upon the above-described real estate, and be secured by this mortgage, and may be recovered with interest at ten per cent, in any suit for the foreclosure of this mortgage. In case of such foreclosure, said real estate shall be sold, with or without appraisement, as the owner and holder hereof may elect.

Fourth. In case of default in any of the covenants herein contained, the rents and profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder is entitled to the possession of said property, by a receiver or otherwise, as he may elect.

Fifth. If such payments be made as are herein specified, this conveyance shall be void; but if said principal or interest notes or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or in any other covenant herein contained, or in case any assessments or taxes shall be levied against the legal holder of said note under or by virtue of the laws of the State of Kansas on account of this mortgage, or the said notes secured thereby, then this conveyance shall become absolute, and the whole of said principal shall immediately become due and payable, at the option of the party of the second part, or assigns; and in case of default of payment of any sum herein covenanted to be paid for the period of thirty days after the same becomes due, the said first party agrees to pay to the said second party, or her assigns, interest at the rate of ten per cent. per annum computed annually on said principal note from the date of default to the time when said principal and interest shall be fully paid.

In Witness Whereof, the said party of the first part has hereunto subscribed his name and affixed his seal, on the day and year first above mentioned.

John C. Nicholas

(Seal)

per W. L. Gordon Guardian

(Seal)

State of Kansas, Shawnee County, ss.

Be it Remembered, That on this 10 day of October A.D. 1891 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. L. Gordon, as guardian of John C. Nicholas to me personally known to be the same person who as such guardian executed the foregoing instrument and as such guardian acknowledged the execution of the same.