policy or policies shall expire, or to have such policy or policies duly assigned to the grantees of said first party, then said James L. Lombard, Manager (or his successors, endorsees or assigns), is hereby authorized and empowered as attorney in fact for the ~~said~~ said first party, or his heirs or grantees, to insure or reinsure said buildings for said amount, in such company or companies as he may select, or to assign such policy or policies to such grantee of said first party, for the benefit of the said Company or the owner of said bond. The said James L. Lombard, Manager (or his successors, endorsees or assigns), as such attorney in fact, may sign all papers and applications necessary to obtain such insurance, in the name, place and stead of said first party, or their heirs or grantees. And all moneys paid out by the said Lombard Investment Company in this behalf the said first party agrees to repay with interest at ten (10) per cent per annum, payable semi-annually, and this mortgage shall be security for said amount with said interest.

Ninth. In the case of default of payment of any sum herein covenanted to be paid, when due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party, and its assigns, interest at the rate of ten (10) per cent per annum, computed semi-annually on said principal bond from the Maturity thereof to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation so that the total amount collected shall be, and not exceed, the legal rate of ten (10) per cent.

Tenth. The said first party agrees that if the maker of said bond shall fail to pay or cause to be paid the principal or interest or any part thereof, at the time the same becomes due, or to conform or comply with any of the foregoing covenants, the whole sum of money herein secured shall become due and payable without notice, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interests and costs, together with statutory damages and said second party, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession and receive and collect the rents, issues and profits thereof. For value received, the said party of the first part do hereby expressly waive an appraisement of said real estate, should the same be sold under execution, order of sale, or other final process, and do further waive all benefits of the stay, valuation or appraisement laws of the State of Kansas, and do further agree, that the contract embodied in this mortgage and bond secured hereby shall in all respects be governed, construed and adjudged according to the laws of Kansas, where the same is made. The foregoing covenants being performed, this conveyance to be void, otherwise of full force and virtue.

In Testimony Whereof, The said party of the first part have hereunto set their