

litled to immediate possession of the premises and the rents issues and profits thereof.

Third. Said Benjamin T. Sutton and Jane M. Sutton his wife hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the notes hereby secured are fully paid.

Fourth. Said party of the 1st part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of this mortgage Dollars; loss, if any, payable to the mortgage. And it is further agreed, that every such policy of insurance shall be held by the party of the first part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; Said legal holder or holders of said notes, may deliver said policy to said party of the 1st part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said Benjamin T. Sutton and Jane M. Sutton hereby agree that if the maker of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said Benjamin T. Sutton and Jane M. Sutton his wife for said consideration, do hereby expressly waive an appraisement of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

In Testimony Whereof, The said parties of the first part hereunto subscribed their names, on the day and year above mentioned.

Executed and delivered in presence of

J. E. Barr
J. N. Carpenter

Benjamin T. Sutton
Jane M. Sutton