

according to the tenor and effect of One certain First Mortgage Real Estate Note, numbered One, executed and delivered by the said Elizabeth Mitchell bearing date April 8th 1895 and payable to the order of the said Emma A. Payne Three years after date at Topeka Kansas, with interest thereon from date until maturity at the rate of Eight per cent. per annum, payable semi-annually, on the 8th days of October and April in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by six coupons attached to the said principal note, and of even date therewith, and payable to the order of said Emma A. Payne at Topeka Kansas.

Second. Said party of the first part agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said party of the first part 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 note hereby secured is fully paid.

Fourth. Said party of the first 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 Five Hundred Dollars; loss, if any, payable to the mortgagee or her assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second 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.