

are due and payable, and all taxes and assessments which may be levied upon the holder of this mortgage for or on account of the same.

Said party of the first part agrees to keep all buildings, fences and other improvements on said premises in as good repair and condition as they now are, and to abstain from the commission of waste on said premises or any part thereof.

Now, If said party of the first part shall pay said sums of money in said Bond and interest coupons mentioned, and every part thereof, at maturity, according to the terms of said Bond and interest coupons, and to the person lawfully entitled to receive the same, and shall fully perform and comply with each and every of the conditions and agreements herein contained, then this conveyance shall be void; but in case of default in the payment of said sums of money, or either of them, or any part thereof, at maturity, or failure to perform or comply with any or either of the conditions or agreements herein contained, then this conveyance shall be and remain in full force and effect, and become absolute, and the whole of the debt hereby secured shall immediately become due and payable, at the option of the legal holder of said Bond, without notice, and this mortgage may be immediately foreclosed, and said premises sold for the payment of the full amount of said indebtedness principal and interest, and costs.

It is agreed, That in case said party of the first part fails to pay said taxes and assessments when due, the holder of said Bond may elect to pay such taxes and assessments, and the sums paid therefor shall bear interest at the rate of ten per cent. per annum from the time of payment, and be a lien on said premises secured by this mortgage, ^{collected} and, in the same manner as said principal sum; but notwithstanding such election, said Bond shall immediately become due and payable, at the option of the legal holder thereof, without notice, as provided in said Bond.

It is agreed, That after the conditions of this mortgage are broken, the holder of said Bond shall be entitled to the immediate possession of said premises, and the rents, issues and profits thereof, to be collected by a duly appointed receiver, or otherwise.

Appraisement Waived.

In Testimony Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Gerry M. Dwyer

State of Kansas, County of Johnson, ss.

Be it Remembered, That on this 28th day of Feb. A.D. 1896 before me, the undersigned, a Notary Public in and for said County and State, came Gerry M. Dwyer a single and unmarried person who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person did duly acknowledge the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my