

Waste

Fourth- That they further agree to keep all buildings fences and other improvements on said real estate in good repair, and to permit no waste.

Fire Insurance

Fifth- That they further agree to keep (a) the buildings on said premises insured in some responsible joint stock company approved by the party of the second part, for the insurable value thereof with (b) the regulation mortgage's subrogation clause attached making said insurance payable in case of loss to the party of the second part, its successors or assigns as their interest may appear, ^{2nd} to (c) deliver the policy and renewal receipts therefor to the Mortgagee herein. In case of failure (d) to keep said buildings so insured and to deliver the policy or policies therefor to mortgagee herein, the holder of this mortgage may effect such insurance, and this mortgage shall stand as security for the amount so paid, with interest at ten per cent. per annum, ^{2nd} (e) the amounts so paid shall be immediately due and payable, with interest at ten per cent. per annum.

The said first parties further agree that if the maker of said note shall fail (a) to pay any of said money either principal or interest, when the same becomes due, or (b) to conform or comply with any of the foregoing covenants or agreements, or (c) if the premises herein mortgaged be levied upon in execution, or be conveyed or assigned voluntarily or involuntarily to any assignee, trustee, or commissioner in insolvency or bankruptcy, or (d) if proceedings be begun by an executor, administrator or guardian, or by any other judicial proceedings for the sale of said premises, the whole sum of money herein secured shall thereupon become due and payable at once at the option of the second party without notice, and this Mortgage may be (e) foreclosed immediately for the whole of said money interest and costs, together with statutory damages in case of protest, and said second party, or any legal holder hereof, shall at once be entitled (f) 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.

It is further agreed that the contract embodied in this Mortgage and the note 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 is to be void, otherwise of full force and virtue.