

attached of even date herewith and ten percent. per annum, after maturity until paid payable annually on days above indicated, according to the tenor and effect thereof. All of said notes are dated at Lawrence, Kansas, Nov 22, 1897, and made payable to the said The Union Central Life Insurance Company and signed by William D. and Nancy M. Marchle.

Tax

Third- That they agree (a) to pay all taxes, assessments and charges of every character which are now, or hereafter may become liens on said Real Estate, and also (b) to pay all taxes assessed against the said second party, or his assigns, on the note or debt secured hereby before the same becomes delinquent; and (c) to deliver to the second party at its office in Cincinnati, Ohio, immediately upon the payment of the taxes assessments or liens aforesaid, duplicate receipts of the proper officer for the payment thereof; and if not paid, (d) That the holder of this Mortgage may elect to pay such taxes, liens or assessments, (of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence), and be entitled to interest on the same at the rate of ten percent. per annum and this mortgage shall stand as security for the amount so paid, with such interest, and (e) That the sum or sums so advanced shall be immediately due and payable and be recovered from parties of first part with interest at the rate of ten percent. per annum.

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 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, and 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 percent. per annum, and (e) the amount so paid shall be immediately due and payable with interest at ten percent. per annum.

Default

The said first parties further agree that if the maker of said notes shall fail (a) to pay any of said money, either principal or interest when the same becomes due, or (b) to conform to 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 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