

Taxes.

with the said second party, its successors and assigns, as follows, First. To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate, also all taxes assessed in Kansas against said second party, on this mortgage or debt secured hereby, and to deliver to the said second party at its office, in Cincinnati Ohio, receipts of the proper officer for the payment thereof; and if not paid, that the holder of this mortgage may 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 per cent. per annum,

Waste.

and this mortgage shall stand as security therefor. Second. To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber except for making and repairing of fences on the place, and such as shall be necessary for firewood for the use of the grantor's family. Third. To keep, at the option of said second party, the buildings on said premises insured in some joint stock fire

Third,
Insurance.

insurance company, approved by the said second party for the insurable value thereof, with said second party's usual form of assignment attached, making said insurance payable in case of loss to the said second party or assigns, and deliver the policy and renewal receipts to said second party. In case of failure to keep said buildings so insured, and to deliver the policy or renewal receipts as agreed, the holder of this mortgage may effect such insurance, and the amounts so paid with interest at ten per cent. per annum, shall be immediately due and payable, and shall be secured

Default.

by this mortgage. Fourth. If the maker or makers of said notes shall fail to pay either principal or interest, when the same becomes due; or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is failure to conform to or comply with any of the foregoing covenants or agreements; or if title of mortgagor is other than fee simple, free and unincumbered; the whole sum of money herein secured shall thereupon become due and payable at the option of the said second party without notice, and this mortgage may be foreclosed. Fifth. That

Foreclosure.
Kansas Law.

the contract embodied in this mortgage shall in all respects be governed, construed, and adjudged according to the laws of Kansas. Sixth. That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents and profits thereof, the amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgment rendered or amount found

Receiver.

Mortgagee
of said

due under this mortgage. Seventh. That any failure of the said second