

immediately cause this mortgage to be foreclosed. Third: Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon such 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 hereby secured is fully paid. Fourth: Said part 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} Dollars, loss if any, payable to the mortgagee or its 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 to the payment of said note, together with the costs and expenses incurred in collecting said insurance, or may elect to have buildings repaired or new buildings erected on the ^{Mortgaged} premises. Said party of the second part, or the legal holder or holders of this note, may deliver said policy to said part of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned. Fifth: Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured, shall, at the option of the legal holder or holders hereof, become due and payable at once, without further notice. And the said parties of the first part, for said consideration, do hereby expressly waive all benefit of the homestead exemption and stay laws of the State of Kansas, the foregoing conditions being performed this conveyance to be void, otherwise of full force and virtue. In Testimony whereof, the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above written.

Witnessed and delivered in the presence of—

Joseph C. Maichel
Lydia Maichel

Seal

Seal

State of Kansas, County of Osage, ss.

Be it remembered, that on this 24th day of September A.D. 1900, before the undersigned a Notary Public within and for the County and State of said Kansas Joseph C. Maichel and Lydia Maichel Husband and Wife who are personally known to me to be the same persons who executed the within instrument of writing and each person duly acknowledged the execution of the same. In Testimony whereof