

or suffer waste thereon. All of which said parties of the first part, contract to do. Now, if said parties of the first part, shall pay or cause to be paid said sum of money mentioned, together with interest and premiums, according to the terms and tenor of the note herein referred to, and comply with all the agreements, contained in this instrument, then, and in that event, this mortgage shall be null and void, otherwise, in full force and effect. But, if parties of the first part, shall fail to pay all taxes and assessments of every nature whatsoever, when they become due and payable, or fail to keep the buildings on said premises insured as agreed, party of the second part may pay such taxes, assessments and insurance thereon, and shall be entitled to a lien on said premises for any and all sums so advanced, with interest thereon at ten per cent. per annum until fully paid, and said parties of the first part agree that if waste shall be committed upon said premises, or if there shall be a failure to keep the buildings thereon in good repair, or if there shall be any default in the payment of any amount due under the note secured by this instrument, or in the payment of the interest or premium due thereon, according to the tenor and effect of said note, or if there shall be any failure to comply with any of the agreements and conditions contained in said note or in this mortgage, then, and in that event, the note hereby secured, and all sums that may be due the second party, in accordance with the provisions of this mortgage, shall immediately become due and payable without notice, at the option of said second party, and this mortgage be foreclosed. It is further agreed that any extension of time that may be given by the second party hereto, shall not be construed into a waiver of any of the provisions of this instrument. All appraisement, stay laws and rights of homestead exemption are hereby expressly waived. This mortgage is delivered in the State of Kansas, and is to be construed according to the laws of said State, so far as they relate to, or effect the validity of the contract, or the note or debt hereby secured. In witness whereof, the said parties have hereunto set their hands this day and year first above written.

Attest:
State of Kansas,
County of Cherokee.

Be it remembered that on this 7th day of March A.D. 1899, before me, the undersigned a notary public in and for the county and State aforesaid, came W. R. Barrett and Hattie W. Barrett, his wife who are personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and notarial seal this day and year last above written.

Jessie F. Ogilvy, Notary Public.

My commission expires Feb. 29 - 1902.

Recorded March 8th A.D. 1899 at 8¹⁵ o'clock A.M.

W. S. Foxman
Register of Deeds.

The following is endorsed on the original instrument