grantor's family. Third At the option of second party (a) to keep the buildings on said premises insured in some responsible joint stock fire insurance company approved by the party of the second part, for the insurable value thereof, (b) with

Fire Insurance.

the regulation mortgagee'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, and (c) to deliver the policy and renewal receipts therefor to said second party. In case of failure (d) to keep said buildings so insured, and to deliver the policy or renewal receipts therefor as agreed, the holder of this mortgage may effect such insurance and the amounts so paid shall be collectible with the note herein, with interest at ten per cent per annum, and this mortgage shall stand as security therefor, and (e) the amount so paid shall be immediately due and payable with interest at ten per cent per annum. Fourth - If the maker or makers of said note shall (a) fail to pay any of said money, either

Default.

principal or interest, when the same becomes due; (b) or any notes given in renewal of the notes herein; (c) 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; (d) or upon the death of the maker of said notes; (e) or in case waste is committed on said premises; (f) or there is failure to conform to or comply with any of the foregoing covenants or agreements; (g) or if title of mortgagor is other than fee simple, free and unincumbered; (h) or of 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; (i) or if proceedings be begun by an executor, administrator or guardian, or any other judicial proceedings be instituted for the sale of said premises; (j) the whole sum of money herein secured shall thereupon become due and payable

Foreclosure.

at the option of the second party without notice, (k) and this mortgage may be foreclosed. Fifth - That the contract embodied in this mortgage shall in all respects

Kansas Law.

be governed, construed and adjudged according to the laws of Kansas. Sixth - That

Receiver

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 due under

Mortgagee's Option

this mortgage. Seventh. - That any failure of the second party to exercise any option hereby given or reserved, shall not estop it from afterwards exercising any

Performance.

such or other option at any time. The foregoing conditions, covenants and agreements being performed, this conveyance shall be void, and shall be released by the party of the second part, (and in case of failure of the party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby released) at the cost and expense of the party of the first part, otherwise, to remain in full force and virtue. In testimony whereof, the said party of the first part has hereunto

Execution.

set his hand the day and year first above written.

Levi Markley (seal)

Changes, erasures and interlineations made prior to signature. Rev. Stamp 50¢

The State of Kansas }
Douglas County } S.S. Be it remembered that on this 16th day of October A.D. 1899, before the undersigned, a Notary Public in and for said county, personally appeared

Acknowledgment

Levi Markley, unmarried, who are to me personally known to be the identical persons