

made, executed and delivered upon the following conditions, to wit: First, said Bonell Helms and Isabelle Hewitt Helms is justly indebted unto the said party of the second part in the principal sum of seven hundred (\$700⁰⁰) dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Bonell Helms and Isabelle Hewitt Helms and payable according to the tenor and effect of a certain first mortgage real estate note, numbered one and executed and delivered by the said Bonell Helms and Isabelle Hewitt Helms bearing date of Nov. 18th 1899 and payable to the order of the said John B. Rea \$25⁰⁰ Three months after date and \$25⁰⁰ each three months thereafter until the sum of \$700⁰⁰ is fully paid at Topeka Kansas with interest thereon from date until maturity at the rate of six per cent, per annum, payable annually on the 15th days of November in each year, and 10 per cent, per annum after maturity, the installments of interest being further evidenced by seven coupons attached to the said principal note, and of even date therewith, and payable to the order of said John B. Rea, at Topeka Kansas. Second. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof. Third. Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said 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 note hereby secured is fully paid. Fourth. Said party of the first part hereby agrees to procure and maintain policies of insurance on the building 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 three hundred dollars, less, if any, payable to the mortgage or his 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 aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same, and payment made by the proceeds as last above mentioned. Fifth, said party of the first part hereby