

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 insurance

Third.
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 by this mortgage. Fourth.

Default. 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 mortgage 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

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 as 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 this

Mortgage.
Options. mortgage. Seventh. That any failure of the said second party to exercise any option hereby given or reserved, shall not stop it from afterwards exercising any such

Performance. 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 said second party, (and in case of failure of the said second party to release this mortgage, all claim for statutory penalty or damages is hereby released) at the cost and expense of the said first party, otherwise to remain in full force and virtue. In testimony whereof, the said first party have hereunto set their hands, the day and year first above written.

Rev. Stamp 40¢

John H. Jenkins (real)
Jennie C. Jenkins (real)

Changes, erasures, and interlineations made prior to signature

The State of Kansas } ss.

Acknowledged
Douglas County } Do not remembered, that on this first day of September A.D. 1900, before me undersigned, a Notary Public in and for said county, personally appeared John H. Jenkins and Jennie C. Jenkins, husband and wife, who are to me personally known to be the identical persons who executed the foregoing mortgage deed, and I duly acknowledged the execution of the same. I do witness whereof, I have hereunto set my hand and affixed my official seal the