

Now if said party of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of the same; and keep the buildings erected and to be erected upon the lands above conveyed insured against loss or damage by fire in at least the sum of Six Thousand (\$6000) and no Dollars and by insurers and at some insurance office to be approved by said party of the second part and assign the policy and certificates thereof to the said party of the second part (and in default of said insurance it shall be lawful for said party of the second part to effect such insurance and the premiums or premiums paid for effecting the same, together with the costs and charges incident thereto, with interest thereon at the rate of 8 per cent per annum from the date of payment thereof until paid shall be a lien upon said mortgaged premises added to the amount of said obligation and secured by these presents and shall be included in and operate as a part of the judgment upon foreclosure of this mortgage then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof or any interest thereon is not paid when the same is due; and if the taxes and assessments of every & nature which are or may be assessed or levied against said premises or any part thereof are not paid when the same are by law made due and payable and if said insurance is not effected and the policy and certificates are not assigned as aforesaid then and upon default of these provisions and covenants or any or either of them the whole of said sum and sums and interest thereon shall and by these presents become due and payable and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part further agree upon default of the above covenants and conditions or any or either of them to pay the sum of Five Hundred (\$500) and no Dollars for the mortgage or his assigns attorney fee for foreclosure of this mortgage which sum shall be a lien upon said premises added to the amount of said obligation and secured by these presents and shall be included in and operate as a part of the judgment upon foreclosure of this mortgage. Approved and Stated.

In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year first above written.

Edwin S. Swain

State of Kansas }
Douglas County }

Be it Remembered that on this first day of Feb