that whereas said parties of the first part have this day executed and delivered Eight promissory notes in writing to said party of the second part payable at the Banking House of John D. Knox & Co. Topeka Kansas bearing date Dec. 23 d. 1882 one principal note for $3500 due in 3½ years after date and seven interest notes for $122.50 each one due in six months after date and one coming due at the end of each succeeding six months thereafter up to the maturity of the principal note and all said notes bear 12 per cent interest after due until paid
Now If said parties of the first part shall pay or cause to be paid to said party of the second part his heirs and assigns said sums of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of the same and shall pay all taxes and assessments which are or may be levied and assessed against said premises or any part thereof and shall pay the premiums for the amount of insurance hereinafter specified and shall keep the buildings and fences on said premises in good repair and refrain from cutting and removing wood and timber from said premises and from the commission of other waste then these presents shall be void and otherwise shall remain in full force and effect But if any of said notes or any part thereof or any interest thereon is not paid when the same is due or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same becomes due and payable then all of said notes and interest thereon shall and by these presents do become immediately due and payable if the holder hereof so elects without notice Said parties of the first part agree to keep the buildings upon said premises insured until all said notes are paid in a reliable insurance company for the benefit of the mortgagee in the sum of at least $4000 and upon failure of said parties of the first part to keep said buildings insured the holder hereof may insure the same and shall be entitled to recover from the parties of the first part the amount paid for such insurance with 12 per cent interest and the same shall be a lien upon said premises secured by this mortgage Upon default of the above covenants and conditions or any one of them the party of the second part his heirs and assigns be entitled to the immediate possession of said premises