

justly indebted unto the said party of the second part in the principal sum of Twenty-five Hundred and ^{no} 100 D. Mors, 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 First Party and payable according to the tenor and effects of his certain ^{First} Mortgage Real Estate Note, No. 867 executed and delivered by the said First Party bearing date May 17th 1896 payable to the order of the said The State Savings Bank, Topeka, Kansas Five years after date, at The State Savings Bank Topeka, Kansas, with interest thereon from date until maturity at the rate of 5½ per cent per annum, payable semi-annually, on the 17th days of November and May in each year, and Ten per cent per annum after maturity, the installments of interest being further evidenced by Ten coupons attached to said principal note, and of even date therewith, and payable to the order of said The State Savings Bank Topeka, Kansas at The State Savings Bank 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