

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 insurances 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 10 per cent per annum. But whether the legal holder or *if the mortgagee elects to pay such taxes, assessments and insurance premiums and if so, it is hereby understood that the holder 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 buildings 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 One Thousand Dollars, loss, if any, payable to the mortgagee or its assigns, And it is further agreed that every such *to hold, in the event of the second, third, fourth or fifth, and not a legal or additional security for the payment of the same and the holder of the same shall have the right to collect and receive any and all moneys* 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 of the proceeds as last above mentioned.

Fifth. Said party of the first part hereby agrees that if the maker of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said party of the first part for said consideration, does hereby expressly waive an appraisement of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

Sixth. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first party agree to pay to the said second party and its assigns, interest at the rate of 10 per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be collected in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent. per annum..

(OVER)