

*Five years after date, at the State Savings Bank, Topeka, Kansas, with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the 15th day of November and May in each year, and a per cent per annum after maturity, the installments of interest being further evidenced by six coupons attached to said principal note, and if any of said coupons are lost, payable to the order of said the State Savings Bank, Topeka, Kansas, at the State Savings Bank, Topeka, Kansas.*

States of America, being for a loan thereof made by the said party of the second part to the said Emma B. Topham and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said Emma B. Topham bearing date May 15 1907, payable to the order of the said The State Savings Bank, Topeka, Kansas. *see margin.*

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 10 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 holder or holders 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 policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such 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 <sup>hereby</sup> agrees that if the maker of this 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