

promissory note for said sum, of even date herewith, executed and delivered by the party of the first part, and payable to the party of the second part at its general office in Lawrence, Kansas, in monthly installments according to the terms of said note and the Rules and By-Laws of the party of the second part.

The Party of the first part covenants and agrees to pay all the taxes and assessments levied upon and assessed against said premises when due and payable; to pay all premiums for the amount of insurance herein specified; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount so paid shall be a lien upon said premises, be secured by this mortgage and be collected in the same manner as the principal debt hereby secured, together with interest at the rate of ten per cent. per annum until paid.

The party of the first part further covenants and agrees to keep the buildings, fences and other improvements now upon, or which may be placed upon said premises, in good repair and condition; and to procure, maintain and deliver to the party of the second part, as additional and collateral security, policies of insurance against loss and damage by fire, tornadoes, cyclones and windstorms to the amount of not less than Four Hundred Dollars, loss, if any, payable to the party of the second part as its interests may appear; and if additional insurance be procured thereon, and the policies therefor shall not be made in terms payable as herein specified, the company placing such additional insurance shall nevertheless make contribution in case of loss to the same extent as it would be required to do if said policies had been so made payable and delivered to the party of the second part as additional and collateral security for the payment of said debt.

The party of the first part further agrees that if default be made for the space of three months in the payment of any sum covenanted to be paid in said promissory note, including the dues, interest, life insurance premiums and fines, as provided in said Rules and By-laws; or in paying the taxes and insurance premiums herein covenanted to be paid; or in case of the breach of any covenant in said promissory note or herein contained; or if said premises become unoccupied and vacant for the space of three months or strip and waste be committed; all sums hereby secured shall, at the option of the party of the second part, become due and payable and bear interest at the rate of ten per cent. per annum until paid, and the party of the second part shall have the right to foreclose this mortgage and to have a Receiver appointed to take charge of, care for and rent said premises, and out of the rents, issues and profits derived therefrom to pay the cost of repairs, taxes and insurance premiums; and the residue, if any there be, after paying said Receiver a reasonable compensation for his services, shall be applied upon the debt hereby secured.

The party of the first part further agrees that the fees for continuing the abstract of title of said premises to the date of commencing foreclosure action, shall be included in any judgment and decree of foreclosure hereunder.

The party of the first part, for said consideration, hereby expressly waive appraisal of said real estate, and all the benefit of the homestead, exemption and stay laws of the State of Kansas. The foregoing condition being performed, this conveyance shall