

conditions, stipulations and agreements herein contained, do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to-wit: Commencing at the South East corner of the South east quarter (S.E. 1/4) of Section Twenty-six (26) in Township Thirteen (13) South, of Range Eighteen (18), East of the Sixth Principal Meridian, thence west Seventy-eight (78) rods, thence north Eighty-two (82) rods, thence west Eighty-two (82) rods, thence north Sixty-seven (67) rods, thence east One hundred and Sixty (160) rods, thence south One Hundred and Forty-nine (149) rods to the place of beginning, and containing in all One Hundred and Seven (107) acres, more or less.

AND the said parties of the first part expressly agree to pay the said notes *and assessments against said premises when they become due and agree that when any taxes* promptly as they become due, and to pay all taxes <sup>or</sup> assessments shall be made <sup>upon or upon said</sup> upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the County or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in some solvent incorporated insurance company satisfactory to the said party of the second part for at least -----dollars, for the benefit of the party of the second part herein or assigns, so long as the debt above secured shall remain unpaid, and make the policy of insurance payable to the party of second part herein or assigns, as collateral security for the debt hereby secured. And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of either of said notes or interest thereon, or any part thereof, when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after such default: but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned,