

this mortgage may pay such taxes liens or assessments of which payment, amount and validity thereof, the receipt of the proper officer shall be conclusive evidence, and be entitled to interest on the same at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

Second.- To keep all buildings, fences and other improvements on said real estate in as repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber except for making and repairing of fences on the place, and such as shall be necessary for firewood for the use of the grantor's family.

Third.- To keep, at the option of the second party, the buildings on the said premises insured in some joint stock fire insurance company, approved by the said second party for the insurable value thereof, with usual form of assignment attached, making said insurance payable in case of loss to the said second party or assigns, and deliver the policy and renewal receipts to the said second party. In case of failure to keep said buildings so insured, and to deliver the policy or renewal receipts as agreed, the holder of this mortgage may effect such insurance and the amounts so paid with interest at ten per cent per annum, shall be immediately due and payable, and shall be secured by this mortgage.

Fourth.- If the maker or makers of said notes shall fail to pay either principal or interest, when the same becomes due; or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is failure to conform to or comply with any of the foregoing covenants or agreements; or if the title of mortgagor is other than fee simple, free and unincumbered; the whole sum of money herein secured shall thereupon become due and payable at the option of the said party without notice, and this mortgage may be foreclosed.

Fifth.- That the contract embodied in this mortgage shall in all respect be governed, construed and adjudged according to the laws of Kansas.

Sixth.- That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents and profits thereof, the amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgement rendered or amount found due under this mortgage.

Seventh.- That any failure of the said second party to exercise any option hereby given or reserved, shall not estop him from afterwards exercising any such or other option at any time. The foregoing conditions, covenants and agreements being performed, this conveyance shall be void, and shall be released by the said second party at the cost and expense of the said first party, otherwise to remain in full force and virtue.

In Testimony Whereof, The said first party have hereunto set their hands, the day and year first above written.

Matilda M. Tusten (SEAL)
Harmon M. Tusten (SEAL)

(OVER)