386

secured, with interest thereon at the rate of ten per cent per annum. But whether the legel holder or holdersof 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 parties of the first part hereby agree 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 abstein from the commission of waste on said premises until the note hereby secured is fully paid. FOURTH :---Said parties of the first part hereby agree to procure and maintain policies Fire and Tornado 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 3000.00 Fire & 1700 Tornado 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 Asecurity 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 and and all moneys which may at any time become payable and receivable thereon, and apply the same whenreceiced, 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 X aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned. Fifth .- Said parties of the first part hereby agree that if the makers 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 of money hereby secured shall, at the option of the-legal-holder-or-holders-hereof, become-due-and-payable-at-once-without notice.-Should-the-renewal-policy-not-be-delivered-to-second-party-immediately upon expiration of the former policy, said second party may insure the property immediately. And the said parties of the first part , for said consideration, do hereby expressly waive an appraisement of said real NMX 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