567 or less. Suject to the right of way &c. granted the Kansas Natural Gas, Oil Pipe line and Improvement company by deed dated June 25, 1905 recorded in Book 78, page 341, Douglas County records. The lands hereby mortgaged contain in the aggrecular gate seven hundred and forty three acres more or less. Together with the privileges 19 and appurtenances to the same belonging, and all of the rents, issues and profits 1207 which may arise or be had therefrom. TO HAVE AND TO HOLD the same to the said Cit party of the second part, its successors and assigns forever. And the said Peter chi. E. Emery for himself, his heirs, executors, administrators and assigns, covenants - solo and agrees with the said party of the second part, its succesors and assigns, to keep the building or buildings now standing or which may be hereafter erected on the above described premises, insured against loss or damage by fire in some solevent incorporated insurance company or companies, to be approved by said party of the second part, its successors or assigns, so long as the moneys hereby se-Soured shall be unpaid, to the amount of at least Three Thousand dollars(provided however, that if the policies of such insurance contain any condition or provision Cas to co-insurance, the building or buildings shall be kept insured for a suffi-Gient amount to comply with such co-insurance conditions) , and to have the poli-The cies of such insurance made payable in case of loss to said party of the second and-to-deposit the same with the said party of the second part part, and to pay annually to the proper officers all taxes and assessments of every kind and nature which shall be levied or assessed on said real estate, or any part thereof, together with all taxes or assessments which may be assessed or Ga Elevied under and by virtue of any law now or hereafter existing in the State of Kansas, upon or against this mortgage or the debt hereby secured or upon the mortgage interest of the party of the second part in said premises; and also to keep said land and all improvements now existing or placed thereon free from all liens of whatever nature; and to procure and deliver to the said party of th second part at its office in the city of Milwaukee, in the State of Wisconsin, on or bediete fore the first day of May in each and every year, duplicate receipts of the proper officers for the payment of all such taxes and assessments levied or assessed 12 on said premises or on this mortgage or on the debt secured hereby or on the mortgage interest of the party of the second part in said premises, for the preceding year; and to pay all prior liens if any, which may be found to exist on said property -12/2 -and further to pay all costs ; expenses and attorneys fees which may be made or in---ourred-by-said-party-of-the-second-part-its-successors-or-assugns,-in-or-on-ac-Dec. 19 count_of_any_litigation_or_legal-proceedings_(other_than-such-as-may-be-commenced-- by-said-party-of-the-second-part,-its-successors-or-assigns,-for-the-enforcement-Setelle 1 of this mortgage), which shall involve in any way the debt or moneys hereby secur-Recorded-___ _ed,_or_the_sforesaid_described_premises,_or_this_mortgage, whether_the_same_be__ instituted by a party or parties to this instrument or by some other person or persons and in case of the failure to keep or continue such insurance as above provided, or in case of the non-payment of any such taxes or assessments when the same shall become due and payable, or any lien claim, or in case of the failure to pay all prior liens against said property, as above provided,

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