

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 abstain 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 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 One Thousand 00/100 Dollars, loss, if any, payable to the mortgage or his assigns. And it is further ^{such} agreed that every 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 security 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 any and all moneys which may at any time become payable and receiveable thereon, and apply the same when received, 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 of the 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 maker 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 sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice. And the said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real 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 thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said parties agree to pay to the said second party and his assigns, interest at the rate of 10 per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. any payment made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent per annum. In Testimony Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Wm. G. Meairs (SEAL)
Lida V. Meairs (SEAL)

State of Kansas, Douglas County, SS. Be it remembered, That on this 16th day of Sept. A.D. nineteen hundred and ten before me, the undersigned, a Notary Public in and for said County and State, came Wm. G. Meairs and wife Lida V. Meairs who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. My commission expires October 11, 1910 (SEAL) W. E. Hazen, Notary Public, Douglas County, Kansas.

Recorded Sept. 17th A.D. 1910 at 1.30 P.M.

Hoyt L. Lawrence
Register of Deeds.