

thereon at the rate of six per cent per annum, payable semi-annually, on the first days of July and January in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at Chemical National Bank New York, N.Y. or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity. SECOND, That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair, as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Twelve Hundred Dollars in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said parties of the <sup>second</sup> first part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building. THIRD, that the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered, with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure, it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels. FOURTH, That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property by a receiver or otherwise, as it may elect. FIFTH That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed in the state of Kansas upon the said land, premises or property or upon the interest of the party of the second part therein, and while this mortgage is held by a non resident of the State of Kansas upon this mortgage or the debt secured thereby; without regard to any law heretofore enacted or to be enacted imposing payment of the whole or any part thereof upon the party of the second part and that upon the violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the parties of the