of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of April 1916 to the order of the said party of the second part with interest therein at the rate of six per cent per annum, payable annually on the first days of April in each year, according to he 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 Eight 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 mortgege; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is egreed 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 theelection of the said party of the second part, theinsurance 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, a and may pay eny 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 by 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 defeult of any of the covenants or agreements herein contained the rents and profits of the said premises are plag pledged to the said party of the second part as additional and collateral security for the payment of 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 Kan sas, 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 hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of

ts

5

y agee

85

18

r

295

A STATE OF THE STATE