

paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent per annum. But whether the legal holder or holders of 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 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 ~~XXXX~~ above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of 100 Dollars; loss, if any, payable to the mortgagee or assigns. And it is further agreed, that every such policy of insurance shall be held by the part_ 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 receivable 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 on the aforesaid mortgaged premises. Said Part_ of the second part, or the legal holder or holders of said note, may deliver said policy to said part_ 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 to 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 ~~1~~ first part, for said consideration, do hereby expressly waive as appraisement of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the state of Kansas. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

In Testimony Whereof, the said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

Leroy Tuttle
Laura O. Tuttle

State of Kansas, Osage County, SS. Be it remembered, That on this 14th day of