

same shall become due and payable, under the laws of the State of Kansas, including all taxes, and assessments of every kind and character levied upon the interest therein of the mortgagee or its legal representatives and assigns; and will pay all taxes levied upon said mortgage, and the said mortgagors shall not be entitled to any offset against the sums hereby secured for taxes so paid. Sixth. The said first parties agree to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber; except for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantors family; and the commission of waste shall, at the option of the mortgagee, render this mortgage due and payable. Seventh. The said parties of the first part agree to procure and maintain policies of insurance on the said above described premises, in such insurance company as said party of the second part shall elect, in the sum of Six Hundred Dollars, which said policy or policies of insurance shall be held by the said party of the second part as collateral and additional security for the payment of said promissory note and the interest to accrue thereon, as well as for the payment of all such sums of money as may have been advanced and paid as aforesaid by said party of the second part. In case holder of said note shall pay for such insurance this mortgage shall stand as security for its repayment, together with ten per cent interest thereon. Eighth. The said first parties agree to repay on demand to said second party, its successors or assigns, any sum or sums of money which said last named party has at any time paid or contracted to pay for insurance or to discharge or procure any lien, claim, or adverse title affecting said real estate, together with the costs and expenses attending the same, including reasonable attorney fees, with ten per cent per annum interest on all sums so paid from the time of payment to the time when they shall be repaid, and this mortgage shall stand as security therefor. The said first parties hereby appoints the party of the second part, their agent and attorney in fact and as such authorizes it to procure any and all insurance agreed upon in this mortgage as collateral security, and to collect for all losses thereon, and to assign any and all policies of insurance to subsequent owners, and to pay off and discharge any and all liens against said premises, which endanger the validity or priority of this mortgage. Ninth. It is further agreed that if payment be made as herein specified, and all the agreements made herein be faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay. But if the makers of said notes shall fail to conform to or comply with any of the covenants contained in this mortgage, at the time they are agreed to be done, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its, his or her option only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with the statutory damages in case of protest; and said second party, its successors or assigns, or any legal holder hereof, shall at once, upon the filing of a bill for the fore-