

all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid, the said party of the second part or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so 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 ten per cent per annum. 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 to permit no 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 said party of the second part, to the amount of Twenty Five Hundred Dollars; loss, if any, payable to the mortgagee or its assigns. 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, 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 the first part, for said consideration, do hereby expressly waive an appraisalment 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 their hereunto subscribed their names and affixed have seals on the day and year above mentioned.

Charles E. Sutton

Elizabeth W. Sutton

State of Kansas, Douglas County, SS. Be it remembered, That on this 22nd day of February A.D. 1913, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles E. Sutton and Elizabeth W. Sutton, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year last above written.

Term expires Nov. 8th 1914. (SEAL) Frank E. Banks, notary Public.

Recorded Feb. 24th A.D. at 10:20 A.M. 1913

*Lloyd L. Lawrence*  
Register of Deeds.

Recorded April 10, 1923

*Don E. McElwain*

Register of Deeds

*(Comp deal)*

\$2500.00

THE FOLLOWING IS ENDORSEMENT ON THE ORIGINAL INSTRUMENT

April 3, 1923-19

Received of Charles E. Sutton and Elizabeth W. Sutton the within named Mortgagee.