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. 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 conditions 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 above described premises, in some responsible insurance Company to the satisfaction of the legal holder or holders of this mortgage to the amount of Thirteen Hundred Dollars, loss , if any, payable , to the mortgagee or their assigns. And it is further agreed that every such policy of insurance shall be held by the parties 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 folding 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 collectingsaid insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said parties of the second part, or the legal holder or holders of said note, may deliver said palicy to the 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 withany 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 appraisment of said real estate , and all benefit of the Homestead, Exemption and Stay laws of the State of Karsas. 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. Edwin F. Stimpson Franc R. Stimpson

che a

-

1 1

7. 4.

R

Thereke

Kend.D.

1921

165

142 PAGE

State of Kansas, Douglas County, ss. Be it Remembered That on this twenty-sixth day of February A.D. Mineteen Hundred Thirteen before me, the undersigned, a Notary Public in and for said County and State, came Edwin F. Stimpson and Franc R. Stimpson, his wife, who are personally known to me to be the identical persons