

and wife bearing date Dec 9 1914 payable to the order of the said John L. Kilworth three years after date, at Watkins National Bank with interest thereon from ^{date maturity} at the rate of seven per cent. per annum, payable semi-annually, on the 9th days of June and Dec. in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by six coupons attached to said principal note, and of even date therewith, and payable to the order of said John L. Kilworth at Watkins National Bank.

Second. Said parties of the first part hereby agree to pay 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 due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amounts 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 condition as the same are ~~now~~ 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 One thousand 00/100 Dollars, less, if any, payable to the mortgagee or his assigns. And it is further agreed that every such policy of insurance shall be held by the party 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 the buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties 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 or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured, ^{3/4} 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 the benefits of the homestead exemption and stay laws of the State of Kansas.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

Sixth. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of any covenant herein contained, the said parties agree to pay to the said second party and his assigns, interest at the rate of 10 per cent. per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid.

Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent per annum.

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

W. H. Fleisher (SEAL)

Julia A. Fleisher (SEAL)

State of Kansas, Douglas County, ss.

Be It Remembered, That on this 10th day of Dec. A.D. nineteen hundred and fourteen before me, the undersigned, a Notary Public in and for said County and State, came W. H. Fleisher and wife Julia A. Fleisher who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Mar 11 1916 (SEAL) D. C. Asher, Notary Public, Douglas County, Kansas.

Recorded Dec. 10th, A.D. 1914, at 4:50 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,
Geo. L. Nitzel Deputy.