

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.- The 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 Six hundred and no/100 dollars, loss, if any, payable to the mortgagee or its 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 or notes, 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 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.

FURTH.- Said parties of the first part hereby agree that if the makers of said notes 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 of 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.

Sixth. - In case of default of payment of any sum herein covenanted to be paid, for the period of thirty day after the same becomes due, or in default of performance of any covenant herein contained, then said first parties agree to pay, to the said second party or its assigns, interest at the rate of ten 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 payment 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 ten 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.

Ralph J. Colwell (SEAL)
Rose Colwell (SEAL)

State of Kansas. County. SS.

BE IT REMEMBERED, That on this 26th day of January A.D. Nineteen Hundred and Sixteen before me, the undersigned, a Notary Public in and for said County and State, came Ralph J. Colwell and Rosa Colwell, husband and wife who are personally known to me to be the identical person described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes therein set forth.

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 Sept. 21, 1919 (SEAL) . Anna Lewis, Notary Public,
(Seal shows Pottawatomie Co.) Pottawatomie County, Kansas.

Recorded Feb'y.. 1st.. A.D. 1916, at 10:10 o'clock A.M.

Floyd L. Lawrence
Register of Needs,
Geo. C. Kitzel
Deputy.