

Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST. Said parties of first part are justly indebted unto the said party of the second part in the principal sum of Thirty five hundred 00/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said parties of first part, and payable according to the tenor and effect of five certain First Mortgage Real Estate Notes, executed and delivered by said parties of the first part bearing date January, 19, 1917, payable to the order of the said John L. Kilworth, being for \$2500.00 and four for \$250.00 each, with interest thereon from date until maturity, payable semi-annually, on the 19th days of January and July in each year and ten per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal notes, and of even date therewith, and payable to the order of said John L. Kilworth, at Watkins National Bank, Lawrence, Kansas.

SECOND. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, an insurance premiums for the amount of insurance hereafter 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. 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, issue 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 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 Fifteen Hundred 00/100 Dollars, loss, 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 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 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 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 appraisal of said real estate, and all 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 performance of any covenants 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.

Executed and Delivered in Presence of

John A. Heim (Seal)  
Addie C. Heim (Seal)

STATE OF KANSAS: DOUGLAS COUNTY: SS:

BE IT REMEMBERED, That on this 7th day of April, A. D. nineteen hundred and seventeen before me, the undersigned, a Notary Public, in and for the said County and State, and John A. Heim and wife, Addie C. Heim, 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.

J. E. Harris, N.P.  
Douglas County, Kansas.

My commission expires June 11th, 1919.

Recorded on April, 10, A. D. 1917, *RS*  
at 10:45 o'clock, A.M.

*Estelle D. Wright*  
Register of Deeds,

*Deputy*