Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to with diff justly indebted unto the said party of the Second part in the principal sum of four thousand dollars, lawful money of the United States of America, being for a losn thereof made by the said party of the second part to the said first parties and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, today executed and delivered by the said first parties bearing date Feb. Sth, 1918, payable to the order of the said August Weese, five years after date, at Topeks State Bank, Topeka, Ks., with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually on the Sth day of February and Algust in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by the order of said to said principal note, and of even date therewith, and payable to the order of said August Weese at Topeks Eack.

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August weese at logsal black being. 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 premuims for the amount of insurance hereinsfter 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 declare the whole sum of money herein secured due and payable at once or may elect to 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 premuims; or not, it is distinctly understood that the legal holder or holders or 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 in at this cate, 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 created 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 twelve hundred Dollars, loss if any, payable to the mortgage or his assigns. And it is further agreed that every is use policies 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 sollection 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 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 appraisement of said real estate, and all benefits of the homestead exemption and stey 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, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party and his 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 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 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.

> Irwin B. Kraft, (Seal) Rose /Kraft, (Seal)

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State of Kensas, Shawnee County, SS: Rose /Kraft, (Seal) Be it remembered, That on this 5th day of Pebruary A.D. nineteen Hundred and eighteen before me, the undersigned, a Notary Public in and for said County and State came Irwin B. Kraft and Rose Kraft, his wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and dely 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. Arthur Myers Notery Public, Shawnee County, (L.S.) . Kansas.

> Estill' Morthrup, Register of Deeds, Firme Floral. Deputy.

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My Commission expires January 16 1922. Recorded February 16, 1918. At 9:05 A.M. o'clock.