

at Baldwin, Ks.

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 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 at the rate of 10 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 in at this date, and abstain from the commission of waste on said premises until the note hereby secured fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies 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 Dollars: loss, if any payable to the mortgagee or its assigns. And it is further agreed, that every 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 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 affect of said note and coupons, when the

same becomes due, or to conform 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 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.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names, on the day and year above mentioned.

Alvin F. Baker,
Augusta Baker,

State of Kansas,
Douglas County,) ss.

Be it Remembered, That on this 27th day of February, A.D. Nineteen Hundred Seventeen before me, the undersigned, a Notary Public in and for said County and State, came Alvin F. Baker and Augusta Baker, his wife, 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 WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

W. M. Clark,
Notary Public, Douglas County,
(L.S.) Kansas.

My Commission expires May 15, 1919.

Recorded March 4th 1918,
At 9:15 o'clock A.M.

Estelle Northrup,
Register of Deeds,
Samuel Floral
Deputy.