

Third. Said party of the first part, ^{Lesky} agrees 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 party of the first part hereby agrees 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 Five Thousand Dollars, loss, if any, payable to the mortgagee or her 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 party of the first part hereby agrees 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 party of the first part, for said consideration, does hereby expressly waive an appraisalment of said real estate, and all benefits of the homestead exemption and state 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 covenant herein contained, the said first parties agree to pay to the said second party and her 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,

In testimony whereof the said party of the first part has hereunto caused these presents to be executed by its President and Secretary, thereunto duly authorized so to do and its corporate seal to be hereto affixed, the day and year first above

David M. Horkmans, (Seal)
President,
Walter G. Thiele, (Seal)

$$(a_1, \dots, a_n)$$

Chen, C. H., & D. S. F. (1995).

State of Kansas, Douglas County, ss.
Be it remembered, that on this 30th day of June A.D. nineteen hundred and nineteen before me, the undersigned, a Notary Public in and for said County and State, came David M. Horkmans, as President, and Walter G. Thiele, as Secretary, of the Acacia Educational Building Association a corporation 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 the voluntary act and deed. of said

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

C. C. Stewart,

March 1, 1991

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My commission expires July 31, 1962

Recorded July 3rd, 1915

Estelle Northrup
Register of Deeds,
Terre Haute.