

executors, administrators or assigns shall, for any reason, fail to keep said premises so insured or fail to deliver the policies of insurance or the renewals thereof as herein provided; or fail to pay the premiums thereon, then said party of the second part, its successors or assigns, at its option may have such insurance written or renewed and pay the premiums thereon, and any premium so paid shall be secured by this mortgage and repaid by the parties of the first part, their heirs, executors, administrators or assigns within ten (10) days after such payment, with interest thereon at the rate of eight per cent (8%) per annum. In default thereof, at the option of said party of the second part, its successors or assigns, the whole of said principal sum and all other sums theretofore paid by said party of the second part, its successors or assigns, shall become due and payable at once, anything herein to the contrary notwithstanding; and

*Disposition of insurance proceeds to be held in trust.*

Whereas the said parties of the first part have agreed and by these presents do covenant and agree with said party of the second part, its successors or assigns, that should said party of the second part, its successors or assigns, by reason of any insurance against loss by fire or tornado as aforesaid, receive any sum or sums of money for any damage by fire or tornado to said building or buildings, such amount may be retained and applied toward the payment of the debt hereby secured; or the same may be paid over, either wholly or in part to the parties of the first part, their heirs, executors, administrators or assigns to enable them to repair such buildings or erect new buildings in their place or for any other purpose or object satisfactory to said party of the second part, its successors or assigns, without affecting the lien of this mortgage for the full amount secured hereby before such damage by fire or tornado, or such payment over, took place; and

*Change in law*

Whereas said parties of the first part have agreed and by these presents do covenant and agree with said party of the second part, its successors or assigns, in the event of the passage, after the date of this mortgage, of any law of the State of Kansas deducting from the value of land for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest thereon, shall, at the option of the said party of the second part, its successors or assigns, without notice to any party, become immediately due and payable; and

*Options to pay taxes, charges and assessments.*

Whereas, said parties of the first part have agreed and do by these presents covenant and agree with said party of the second part, its successors or assigns, that in default of the payment of all or any taxes, charges or assessments, general or special which may be imposed by law on said premises or any part thereof, it shall and may be lawful for the said party of the second part, its successors or assigns to pay the amount of any such tax, charge or assessment, with any expense attending the same, and any amount so paid shall be repaid on demand with interest thereon at the rate of eight per cent (8%) per annum, and the amount shall be a lien on said premises, and be secured by this mortgage; and the whole amount hereby secured, if not then due, shall at the option of the said party of the second part, its successors or assigns, become due and payable forthwith, and the said parties of the first part do further covenant and agree to execute or procure any further necessary assurances of the title to said premises, and will forever warrant said title.

*Release of mortgage*

Now, if the said Fred S. Williams and Daisy Williams shall well and truly pay or cause to be paid, the sum of money in said note mentioned with interest thereon, according to the tenor and effect of said note, and shall duly keep and perform all of the covenants, agreements, terms and conditions herein contained, then these presents shall be null and void. But if the said note, or any installment thereof, or any interest thereon be not paid when the same become due, then, and in that case, the whole of said sum and interest thereon shall, at the option of said party of the second part, by virtue of this mortgage immediately become due and payable; or if the taxes and assessments and public charges, general and special, of every nature, which are or may be assessed against said land and improvements or any part thereof, are not paid at the time when the same are by law made due and payable then in like manner the said note, and each and every installment thereon, together with interest thereon shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for either principal or interest, or in the event of the failure on the part of said parties of the first part to keep and perform any of the covenants, agreements, terms and conditions herein contained and provided for, the said party of the second part, its successors or assigns shall be entitled to a judgment for the sum due upon said note, and any additional sums paid by virtue of this mortgage with interest thereon as herein provided, and for all costs, and shall also be entitled to a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns and all persons claiming under them, at which sale, appraisalment of said property is hereby waived by said parties of the first part, and all benefits of the homestead, exemption and stay-laws of the state of Kansas, are hereby waived by said parties of the first part, and the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises here granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever.

*Decree of sale and foreclosure*

And it is mutually covenanted and agreed, by and between the parties hereto, that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice boxes, cooking apparatus and appurtenances, window screens, and such other good and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building similar to the one now or hereafter on said premises, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and