

attorney of the party of the first part their heirs or assigns.

In case of failure of said first party to perform any of these agreements, the said second party or its endorsees or assigns may pay off and procure releases of any such statutory lien claims may pay any such taxes or assessments or may effect any such insurance and pay for the same and may recover of the said first party all amounts so paid, and interest thereon at the rate of ten per centum per annum from date of such payment and this mortgage shall stand as security for all such sums. Should any tax be imposed on this mortgage or on the indebtedness secured by or within the State of Kansas, then at the option of the lawful holder of said indebtedness, the whole principal with interest then accrued and other sums secured hereby, shall at once become due and payable and the holder may proceed to collect the same by foreclosure of this mortgage, or otherwise as such holder may elect.

NOW THEREFORE, if the amount of said bond and coupons be paid when due and all the covenants and agreements of the first party contained herein be faithfully kept and performed then these presents shall be null and void and this mortgage shall be released at the expense of the party making such payment. If however the said first party fails to pay any amount of said bond or coupons within twenty days after the same becomes due, or fails to keep and perform any of the covenants and agreements made by them herein or fails to make partial payment upon said bond after giving notice such payment will be made, then it is expressly understood and agreed that the whole sum of money secured hereby shall become due and collectible at once, at the option of the holder of said indebtedness, or any portion thereof, and this mortgage may thereupon be foreclosed, and in any such event it is expressly agreed that the whole amount of said bond shall bear interest from date thereof at the rate of ten per centum per annum and the holder thereof may recover the ^{whole} amount of said bond with such interest thereon, less the amount of such coupons and partial payments as shall have been paid and may recover all amounts paid by said second party or any holder of said bond for taxes assessments insurance and to release or extinguish any statutory liens upon said premises or to protect the title or possession thereof with interest there as provided herein and all may include in the judgment rendered or amount found due in any suit to foreclose this mortgage and this mortgage is hereby made to secure all such sums.

It is further stipulated and agreed by the first party that, ^{upon} the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and to collect the rents and profits thereof, under the direction of the court without the process required by statute, the amount so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage. IN case this mortgage is foreclosed the sale thereunder may be with