

to said ^{second} party that such payment will be made; and provided further, that in case such partial payments are so made no sum less than five hundred dollars of said bond at any time remain unpaid the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

AND WHEREAS, it is agreed particularly as follows:

The said first party shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title of possession thereof; shall pay before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied, or chargeable ^{against said indebtedness} against this instrument by or within the State of Kansas and shall keep the buildings on said premises insured in a company, or companies, acceptable to said second party in the sum of at least Three thousand and no/100 Dollars and shall deliver to said second party the policy or policies therefor, and all renewals thereof and all concurrent policies now in force or hereafter issued thereon and shall when requested surrender to said second party any policy or policies covering any of the buildings upon said premises. In case the title to said premises is transferred making an assignment of such policies of insurance to the purchaser necessary, the said second party is hereby authorized to make such assignment thereof, as the agent or 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 any such statutory lien claims, may pay off such taxes or assessments, or may effect any such insurance and pay off the same, and may recover of said first party all amounts so paid and interest thereon at the rate of ten per centum per annum from the date of such payment, and this mortgage shall stand as security for all such sums. Should any taxes be imposed on this mortgage or on the indebtedness secured hereby, by or within the State of Kansas, then at the option of the lawful holder of said indebtedness, the whole principal, with interest the 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 other wise as sub holder may elect.

NOW THEREFORE, if the amount of said bond and coupons be paid when due and all 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 part of the 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 ^{any} partial payment upon said bond after giving notice that such payment will be made then it is expressly understood and agreed that the whole sum of money secured hereby shall