executors, administrators or assigns shall pay or cause to be paid to the said party of the s cond part its successors or assigns at the orrice or said party of the second part inthe City of Milwaukee Wisco.sin the sum of Three Thousand Bollars with interest according to the terms of a promissory note bearing even date herewith executed by the said parties of the first part to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas dpon said premises or any part thereof or upon the interest of the mortgageefits successors or assigns in said premises or upon the note or debt secured by this mortgage and procure and deliver to said party of the e second part, its successors or assigns at its or their home office before the day fixed by law for the first interest or penalty to accue thereon the official receipt of the proper off Icertshowing payment of all such taxes and assess; and so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises answred against loss or damage by fire in some reliable insurance opmpany or companies to be approved by the said pa rty of the second part its successors or assigns to the amount of not less than ---- Dollars, (provided however that if the policies of such insurance contain any condition or provision : as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition) with loss if any, payable to said party of the second part, i s successors orassigns, as itsor their interest may appear and forthwith upon issuance thereof deposit such policies with the said party of the second part its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and re air as at this time ordinary wear and tear only excepted; and shall keep said premises free fi om all statubory liens; and upon demand by said party of the second part, its successors shall pay all prior liens, if any, which may be found to exist on said property and all expense and attorney's fees incurred by said party of the second part, its successors or assigns, by reaso of litigation with third parties to propect the lien of this mortgage; all of which said parts ies of the first part agree to do; then these presents to be void, otherwise to remain in full force.

nt

ry

the

neri-

of

ers

ers,

rat-

ari-

y

ans.

iller

s of

orga

ness

part

reof

the

ing

mit:

n Tow-

succe

rood

ind

irs

all of the

socia I

1.1

1.1.1

237

It is agreed that if the insurance above provided ror is not promptly effected and the policies therefor duly deposited or if the liens taxes special assessments expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part its successors or assigns(whether electing to declare the whole indebtedness here by secured due and collectible or not)may effect the insurance above provided for and pay the reasonable premiums and charges therefor and may pay said taxes and special assessments(irres ularities in the levy or assessment thereof being expressly waived) and may pay such liens expenses and attorney's fees and all such payments with interest thereon from the time of payment at the rate of ten per cent per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due or if there shall be a failure to comply with any or either of the terms of conditions of this mortgage then the said note and the whole indebt edness secured hy this mortgage including all payments for three assessments insurance premiums liens, expenses and attorney's fees hereinabove specified shall, at the option of the party of the second part and without notice (notice of the exercise of such option being hereby expr essly waived) become due and collectible at once by foreclosure or otherwise; and upon wommence ment of any foreclosure or at any time thereafter and prior to the expiration of the tame for