

indebted unto the said party of the second part in the principal sum of One Thousand Dollars lawful money of the United States of America being for a loan thereof made by the said party of the second part to the said George M. Brubaker and payable according to the tenor and effect of one certain first mortgage real estate note numbered 178 executed and delivered by the said George M. Brubaker bearing date Feby. 1st 1885 and payable to the order of the said Mrs. Anna S. Howland five years after date at the office Investment Banking Co. Topeka Kansas with interest thereon from date until maturity at the rate of 8 per cent. per annum payable semi-annually on the 1st days of August and Feby. in each year and 12 per cent per annum after maturity the installments of interest being further evidenced by ten coupons attached to said principal note and of even date therewith and payable to the order of said Mrs. Anna S. Howland at office Investment Banking Co. Topeka Kansas.

Second, Said party of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage may without notice declare the whole sum of money herein secured due and payable at once or may elect to pay such taxes assessments and insurance premiums and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage and collected in the same manner as the principal debt hereby secured with interest thereon at the rate of 12 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes assessments or insurance premiums or not it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed and shall be entitled to immediate possession of the premises and the rents issues and profits thereof.

Third, Said party of the first part hereby agree 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.

Fifth said party of the first part hereby agree that if the maker 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