

the value thereof or to impair or weaken the security intended to be effected by virtue of this instrument, or shall fail in any wise to fully keep and perform all the covenants and agreements herein contained: or in case any taxes or assessments shall be levied against the said party of the second part or the legal holder of said note under or by virtue of any law of the State of Kansas on account of this mortgage or the note secured hereby: then and in such case this deed shall remain in full force and virtue and the said promissory note and all the interest notes with the interest accrued thereon and the costs of protest together with all moneys advanced or paid by the said party of the second part or the legal holder of said note for any of the purposes above mentioned with interest thereon at twelve percent per annum from date of advancement shall each and every one of them become and be at once due and payable at the option of the said party of the second part or the legal holder of said note and this mortgage may be immediately foreclosed. And the said party of the second part or the legal holder of said note shall become and be at once entitled to the full possession of said premises and all the emblements thereon and to have and receive all the rents issues and profits thereof and have full power to control the same and especially to prevent all waste of whatever nature by any person whomsoever upon all or any part of said premises. In case of default of payment of any sum herein covenanted to be paid for the period of thirty days after the same becomes due or in default of performance of any covenant herein contained the said parties of the first part hereby agree to pay to the said party of the second part or the legal holder of said note interest at the rate of twelve per cent per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be and not exceed the legal rate of twelve per cent. And the said party of the first part hereby expressly agrees that if suit be instituted on said promissory note and for the foreclosure of this mortgage a sum equal to ten percent upon the amount due on said note shall be added to