

debted unto the said party of the third part in the sum of Two Thousand Dollars according to the tenor and effect of One certain promissory note, of even date herewith, duly executed by the said David A. Harvey and Mary C. Harvey and payable Five years after the date thereof, to the order of the said party of the third part in the aforesaid sum of money, for value received, with interest thereon, at the rate of seven percent. per annum from the date of said promissory note, until the said principal sum is fully paid, interest being payable semi-annually, on the first days of October & April in each year, according to and upon presentation of coupons or interest notes therefor, thereunto attached. Both principal and interest payable at The Banking House of Kilmanbons Co, in the City & State of New York. All appraisement and stay laws waived; and if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same shall have become due and payable, then all said principal and interest notes shall, at the option of the said party of the third part or the legal holder of said promissory note, become and be at once due and payable, without further notice.

And Whereas, The party of the first part hereby covenants and agrees:

First: To immediately procure and deliver to The Kansas Loan & Trust Company the Trustee herein mentioned and to maintain without lapse in its possession or of its successors in trust, policies of insurance against fire, in the sum of Two Thousand Dollars, upon the buildings herein conveyed, with subrogating clause attached, making loss, if any, payable to the said Kansas Loan & Trust Company, Trustee, which policies and clauses shall be approved by said Trustee.

Second: To pay all taxes and assessments upon the premises herein conveyed as they accrue before they shall become delinquent.

Third: To immediately pay all prior liens, incumbrances, claims or adverse titles upon or to said premises herein conveyed, if any shall appear, and not to do or permit to be done to, upon or about said premises, anything which shall tend to diminish the value thereof, or impair in any way the security intended to be effected by this instrument, and to keep the premises in good repair.

Fourth: That if the party of the first part shall fail to keep and perform any of the above covenants and agreements, then the said party of the second part, or its successors in trust, or the party of the third part, or the legal holder of said note, may do or perform the same, advancing money therefor, which advancements shall be secured hereby, and the said party of the first part agrees to immediately repay the same with interest thereon at twelve percent. per annum from the date of advancement until fully repaid.