

party of the first part, in consideration of the actual loan of the sum aforesaid, and payable on the first day of August 1894, to the order of said second party, with interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of February and August in each year, according to the terms of interest notes thereunto attached; both principal and interest being payable at Bank of Boston Safe Deposit and Trust Company, Boston, Mass., and all said notes bearing ten per cent. interest after due.

Second. The party of the first part agree to pay all taxes and assessments upon the said premises before they shall become delinquent, and that until the full payment of said debt it will keep all fences, buildings, and other improvements on said real estate in as good repair as they are at the date hereof, and permit no waste of any kind on said premises.

Third. It is agreed by said first party, that the party of the second part may make any payment necessary to remove or extinguish any prior or outstanding title, lien, or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and sums so paid shall become a lien upon the above-described real estate, and be secured by this mortgage, and may be recovered, with interest at ten per cent., in any suit for the foreclosure of this mortgage. In case of such foreclosure, said real estate shall be sold with or without appraisement, as the owner and holder thereof may elect.

Fourth. In case of default in any of the covenants herein contained, the rents and profits of the said premises are pledged to the legal holder or holders hereof as additional security, for the payment of all moneys mentioned herein, and said legal holder is entitled to the possession of said property by a receiver or otherwise as he may elect.

Fifth. If such payments be made as are herein specified, this conveyance shall be void; but if said principal or interest notes or any part thereof or any interest thereon be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the covenant against incumbrances, or in any other covenant herein contained, or in case any assessments or taxes shall be levied against the legal holder of said note under or by virtue of the laws of the State of Kansas, on account of this mortgage or the said note secured thereby, then this conveyance shall become absolute, and the whole of said principal shall immediately become due and payable, at the option of the party of the second part; and 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, the said first party agree to pay to the said second party or his assigns, interest at the rate of ten per cent. per annum, computed annually on said principal note from the date of

The following is indorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.