promissory notes of even date herewith of the amounts of Two Thousand and Eighty seven ($2087.00/100) Dollars and Two Thousand and Eighty seven ($2087.00/100) Dollars respectively and executed by the said Elsbeth Stackfleth, Minnie Stackfleth, and Ida Hartman.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, and all rights of homestead exemption, unto the said party of the second part, and to its assigns Forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its assigns Forever, against the lawful claims of all persons whomsoever.

(Assigned See Book 39 Page 116)

Provided Always, and this instrument is made, executed and delivered, upon the following conditions, to-wit:

First- Said party of the first part is justly indebted unto the said party of the second part in the principal sum of Four Thousand One Hundred and Seventy Four ($4174.00/100) Dollars, for a loan of money made by the said party of the second part to the party of the first part, and payable according to the tenor and effect of two certain notes numbered one, executed and delivered by the party of the first part, bearing even date herewith and payable to the order of the Jarvis-Conklin Mortgage Trust Company Five years after date, at its office Kansas City Missouri, with exchange on New York, with interest thereon from date until maturity, at the rate of Seven per cent. per annum, payable semi-annually, on the first days of May and November in each year, as is evidenced by Ten coupons attached to said principal note, and of even date therewith, and made payable to the same payee and at the same place, and ten per cent. per annum after maturity.

Second- The said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises, when the same shall become due, and insurance premiums for the amount of insurance hereinafter specified, and all prior liens against said premises, and all sums necessary to protect the title and possession of said premises, so that this mortgage shall be a first lien thereon until all sums secured hereby are fully paid, and if payments are not made as aforesaid, then the said party of the second part or the legal holder of the note hereby secured may pay such taxes, assessments and insurance premium, and the amounts so paid, shall be a lien on the premises aforesaid and be secured by this mortgage, and may be collected in the same manner and at the same time as the principal debt secured hereby, with interest thereon at the rate of ten per cent per annum from the date of each several payment.

Third- Said party of the first part hereby agrees to keep all buildings, fences and other improvements on said premises in as good repair and condition as the