

Provided, always, and these presents are upon the following covenants and conditions, to wit:

First: That said party of the first part is justly indebted to the said second party in the sum of thirty five hundred and thirty dollars, according to the terms of a certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the sum aforesaid, and payable on the first day of June 1893, to the order of said second party, with interest thereon at the rate of seven percent per annum, payable semi-annually on the first day of December and June in each year, according to the terms of interest note therunto attached, both principal and interest and all other indebtedness accruing hereunder being payable at Topeka Kansas, and said note shall draw 8 percent 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 she will keep the building which now are or may hereafter be erected upon said premises insured in such insurance company as the legal holder hereof may elect, to the amount of _____ Dollars, loss if any payable to this mortgage or assigns, and deliver said policy or policies of insurance to this mortgage as collateral security hereto, and said first part agree that all insurance on said buildings shall, until said debt is paid, be made payable in like manner. The legal owner and holder hereof may, in case of loss, collect such insurance and apply it to said debt, or may deliver said policy or policies to the said part of the first part, and require the collection of same, and application made of the proceeds as above mentioned. Said party of the first part shall assume all responsibility of proofs, and care and expense of collecting said insurance; 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, or assigns, 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 may insure said property, if default be made in the covenant to insure; 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, without appraisalment.

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 and collateral 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.

The following is indorsed on the original instrument
The amount secured by this Mortgage has been paid in full
And the same is hereby canceled, this 10th day of August 1900.
The Subst. and Cause of Topeka
By Edwin H. Hanks, Secy.

Recorded Aug 17th 1900. City of Topeka and Register of Deeds.