

thereof unto said second party, its successors and assigns, against the lawful claims of all persons whomsoever.

These presents however, are made upon the following Express Conditions: Whereas, said Enoch D. Pearson and Edith D. Pearson have this day made and delivered to the said New England Loan and Trust Company One certain bond or promissory note for the sum of Fourteen Hundred Dollars, payable on the first day of November A.D. 1897 and bearing interest at the rate of six per centum per annum, payable semi-annually, and evidenced by five coupons attached thereto. The said bond and coupons payable at the office of said second party in Kansas City, Missouri, and each bearing interest after maturity at the rate of ten per centum per annum.

The said first party, however, reserving here in the right to pay Two hundred dollars or multiples thereof over that amount upon this bond or note, or the full amount thereof, on the day any of said coupons mature on or after November 1st 1893 provided thirty days' notice in writing is given to said second party that such payment will be made, and provided further, that in case such partial payments are so made no sum less than two hundred dollars of said bond shall at any time remain unpaid the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

And Whereas it is hereinafter particularly as follows:

The said first party shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory liens claims of every kind and shall pay all sums necessary to protect the title or possession thereof, shall pay before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied or chargeable against said indebtedness or against this instrument, by or within the State of Kansas, and shall keep the buildings on said premises insured, in a company or companies acceptable to said second party, in the sum of at least _____ Dollars and shall deliver to said second party the policy or policies

therefor and all renewals thereof, and all concurrent policies now in force, or hereafter issued thereon, and shall, when requested, surrender to said second party any policy or policies covering any of the buildings upon said premises. In case the title to said premises is transferred, making an assignment of such policies of insurance to the purchaser necessary, the said second party is hereby authorized to make such assignment thereof, as the agent or attorney of the party of the first part, their heirs or assigns.

In case of failure of the said first party to perform any of these agreements, the said second party or its endorses or assigns may pay off and procure releases of any such statutory liens claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first party all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment, and this Mortgage shall stand as security for all such sums. Should any tax be imposed on this Mortgage or on the indebtedness secured hereby, by or within the