

The following is endorsed on the original instrument
 known all men by the above, That George W. Scott the mortgagee within
 named, does hereby acknowledge full payment of the note by the foregoing
 mortgage secured, and authorizes the Register of Deeds of Douglas County, Kansas,
 to discharge the same of record on, witnesses whereof I have hereunto set my hand
 on this 4th day of Aug. A.D. 1894

Recorded Aug. 5, 1894

G. A. Sarnman

Register of Deeds

By H. C. Fisher

Deputy

Geo. W. Scott

1894

and to his heirs and assigns, forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they were and are the lawful owner of the premises above granted, and sized 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, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

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

First. Said Jeremiah Dwyer and Mary Dwyer his wife are justly indebted unto the said party of the second part in the principal sum of Twelve Hundred Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Jeremiah Dwyer and Mary Dwyer his wife and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered 179 executed and delivered by the said Jeremiah Dwyer and Mary Dwyer his wife bearing date August 1st 1894 and payable to the order of the said George W. Scott, Five years after date at The National Bank of Kansas City, ^{Kansas City,} Mo. with interest thereon from date until maturity at the rate of Eight per cent. per annum, payable semi-annually, on the First days of February and August in each year, and Ten per cent. per annum after maturity, the installments of interest being further evidenced by Ten coupons attached to said principal note, and of even date therewith, and payable to the order of said George W. Scott at The National Bank of Kansas City, Kansas City Mo.

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of Ten per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said part of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and