against the lawful claims of all persons whomsoever.

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

First- That said parties of the first part are justly indebted to the second party in the sum of Sixteen hundred Dollars according to the terms of a certain mortgage note of even date herewith, executed by said parties of the first part in consideration of the actual loan of the sum aforesaid, and payable on the twentieth day of July 1902, to the order of said second party, with interest thereon at the rate of seven per cent, per annum payable semi-annually on the twentieth days of January and July in each year, according to the terms of interest notes thereunto attached; both principal and interest being payable at The Bank of Topeka, Topeka, Kansas, and all said notes bearing ten per cent, interest after due.

Second- The parties 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 they will keep the buildings which now are or may hereafter be erected upon said premises insured in such insurance companies as the legal holder hereof may elect, to the amount of Five hundred Dollars; loss, if any, payable to these mortgagees or assigns, and deliver said policy or policies of insurance to these mortgagees as collateral security hereto; and said first parties 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 parties of the first part, and require the collection of the same, and application made of the proceeds as above mentioned. Said parties 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 parties that the party of the second part may make any payments 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 with or without appraisement, as the owner and holder hereof may elect

This mortgage is also recorded in same Book page 577 to correct error in description. (For assignment See Page 578)

870 The following is endorsed on the original instrument.

Topeka Kansas, Jan. 16-1900. The Shawnee Fire Insurance Company, the assignee of the within named mortgage hereby acknowledges full payment of the note secured by this Mortgage and hereby authorizes the Register of Deeds in and for Douglas County Kansas to release and discharge the same from record.

(Corp. Seal) The Shawnee Fire Insurance Company of Topeka Kansas.
By A. P. Dillon, President.
Attest J. W. Going, Secretary.

Recorded January 16-1900 [illegible] Register of Deeds. [illegible] Deputy.