

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.

Fifth If such payments be made as are herein specified this conveyance shall be void; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure or in the covenant against incumbrances, or in any other covenant herein contained, or in case any assessments or taxes shall be levied against the legal holder of said note under or by virtue of the laws of the State of Kansas, on account of this mortgage or the said note secured thereby, then this conveyance shall become absolute, and the whole of said principal shall immediately become due and payable, at the option of the party of the second part; and in case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, the said first parties agree to pay to the said second party or his assigns interest at the rate of ten per cent. per annum, computed annually on said principal note from the date of default to the time when said principal and interest shall be fully paid.

In Witness Whereof, The said parties of the first part have hereunto described their names and affixed their seals on this day & year above mentioned.

He makes hereof reserve the privilege of paying the hundred { J. M. Smith (See)
Dollars or any multiple thereof in reduction of the principal note { Marietta Smith (See)
one year after date or any time thereafter when an interest coupon becomes due.

State of Kansas, Osage County, S.S.

Be it Remembered, That on this 27th day of July, A.D. 1897 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. M. Smith and Marietta Smith, his wife who are personally known to me to be the same persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, this day and year last above written.

(S. S.)

D. S. Fairchild

Term expires Dec 17th 1899.

Notary Public

Recorded July 30 1897 at 8 o'clock A.M.

James Brotho

Register of Deeds

This instrument is also recorded in same Book page 520 to correct error in description. The following is embodied in the original instrument.