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 first day of December 1903, to the order of said second party, with interest thereon at the rate of Six per cent, per annum, payable semi-annually on the first days of December and June in each year, according to the terms of interest notes thereunto attached: both principal and interest and all other indebtedness accruing hereunder being payable in gold coin of the United States of America, at Massachusetts National Bank, Boston, Mass, 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; will keep all fences buildings and other improvements on said real estate in as good repair as the are at the date hereof, and permit no waste of Kind on said premises. Third, It is agreed by said first parties 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 appraisement. 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

The following is indorsed on the original instrument

For Value Received I hereby assign the within mortgage and the debt secured thereby to Harriet A. Hibbard, Boston, Mass. Dec. 6th 1898.

C. B. Merriam

State of Kansas, Shawnee County, SS. Be it Remembered, That on this 7th day of Dec. A.D. 1898, before me the undersigned a Notary Public in and for the County and aforesaid, came C. B. Merriam, the within named Mortgagee, to me personally known to be the same person who executed the foregoing assignment and duly acknowledged the execution of the same. In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written. Edward F. Dunn. Notary Public

(L.S.) Term Expires June 17, 1902

Recorded Dec. 8. 1898. G. F. Sayman, Register of Deeds, By H. G. Fisher Dep