of homestead exemption, unto the said party of the second part, 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 are the lawful owners of the premises above granted, and seized 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, 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 said second party in the sum of Twenty-Five 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 first day of March 1909, to the order of said second party, with interest thereon at the rate of Five per cent per annum, payable semi-annually on the first days of March and September 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 lawful money 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 insured in such insurance companies as the legal holder hereof may elect, to the amount of Eight hundred and eighty dollars; loss, if any, payable to this mortgagee or assigns, and deliver said policy or policies of insurance to this mortgagee 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 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, ~~and~~ will keep all fences,

The following is endorsed on the original instrument:
For value received, I hereby assign the within mortgage and the debt secured thereby to The National Life Insurance Co. Montpelier Vt. April 3rd 1902 — C. B. Merriam.
State of Kansas, Shawnee County, ss.
Be it remembered, that on this 3rd day of April A.D. 1902, before me, the undersigned, a Notary Public in and for the County and State 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. (L.S.) E. C. Sager, Notary Public.

Recorded April 23rd 1902 —
L. T. Jones, Register of Deeds,
By Ellie B. Jones, Deputy.