

*The following is entered on the original instrument.*

*For value received, the Morrissey Mortgage Company hereby assigns the within mortgage and the debt secured thereby to Montpelier Savings Bank & Trust Co. (hereinafter "Mortgagee") on June 27, 1908. (Said) The Morrissey Mortgage Company, by F. D. Morrissey, its President, State of Kansas, Lawrence County, 89. At it Remanded that on the 27 day of June 1908, before me, the undersigned a Notary Public in and for the County and State of Kansas, Vice President of the Morrissey Mortgage Company, a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer and holder of said corporation.*

*Recorded June 27, 1908.*

*W. H. Montgomery, Notary Public for Kansas.*

a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors 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. The said party of the first part is justly indebted to the said second party in the sum of Fifteen Thousand Dollars, according to the terms of a certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the sum aforesaid, and payable on the first day of January 1913, 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 January and July in each year, according to the terms of interest notes thereto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at First National Bank, Boston, Mass., and all said notes bearing ten per cent. interest after due.

Second. The party of the first part agrees to pay all taxes and assessments upon the said premises before they shall become delinquent, and that until the full payment of said debt she 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 Fifteen Thousand Dollars; loss, if any, payable to this mortgage or assigns, and deliver said policy or policies of insurance to this mortgagee as collateral security hereto; and said first party agrees that all insurance on said buildings shall, until said debt is paid, be made 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 party of the first part, and require the collection of same, and application made of the proceeds as above mentioned. Said party 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 party that the party of the second part, its successors or assigns, may make any payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed 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 appraisalment.

Fourth. In case of default of any of the covenants herein contained, the rents

*and may pay*