

interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at ~~XXX~~ first 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 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 ~~XXX~~ said first part, 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, 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 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 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 ~~or~~ otherwise, as ~~XXXXXXXX~~ 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, or assigns; 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 part agree to pay to the said ~~X~~ second party, its successors or 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 hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Albert Eberhart (SEAL)

Bulah Eberhart (SEAL)

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