(The following is endorsed on the original instrument recorded Book 51 P. 238) FOR VALUE RECEIVED, The Merriam Mortgage Company hereby assigns the within Mortgage and the debt secured thereby to Alma Wright Stone, Montpelier Vermont. June 17, 1913. Corp Seal. The Merriam Mor tgage Company. By C.B. Merriam Treas. State of Kansas, Shawnee County, ss. Be it Remembered that on this 17th day of June 1913, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C.B.Merriam Treas of the Merriam 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 the free act and deed of said corporation. In Witness Whereof I have hereunto subscribed my name and a fixed my official seal, the day and year last above written, My commission expires Dec'll, 1915. (SEAL) Sidney S. Smith, Notary Public. Florge L Lawrence Register of Deeds. RECORDED JUNE 18, 1913 AT 9:00 A.M. This indenture, Made this 2nd day of January in the year of our Lord one thousand nine Shundred and thirteen by and between W. P. Yost and Mary L. Yost (his wife) of the County of Douglas and State of Kansas, parties of the first part, and The State Savings bank, Topeka, Kansas, a Corporation, party of the second part: Witnesseth, That the said parties of the first part, for and in consideration of 3

the sum of Twelve Hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all of the following described tract, piece of parcel of land, lying and situate in the County of Douglas and state of Kansas, to wit: The South Eighty acres of the North one hundred thirty (130) acres of the Northwest one quarter of Section number two (2) township number twelve (12) range

Number seventeen (17), To Have and To Hold the Same, With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forevent 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 indefensible 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 its successors and assigns, forever, against the lawful claims of all persons whomsover.

Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to wit: First. Said Grantors are justly indebted unto the said party of the second part

First. Said Grantors are justly indebted unto the said party of the second part in the principal sum of Twelve Hundred Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said grantors and payable according to the tenor and effect of their certain First Mortgage Real Estate Note Number 2017 executed and delivered by the said grantors bearing date January 2, 1913, payable to the order of the said The State Savings Bank, Topeka, Kans. Five years after date, at Tho State Savings Bank, Topeka, Kans., with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the Second days of July and January in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by the order of said it said principal note, and of even date therewith, and payable to the order of said it said principal note, and of even date therewith, and payable to the order of said it said principal note, and of even date therewith, and payable to the order of said it said principal note, and of even date therewith, and payable to the order of said it said principal note, and of even date therewith, and payable to the order of the second Said perlies of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the second part, or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable et once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and th

issues and profite thereof. Third, Said parties of the first part hereby agree to keep all buildings, fonces and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises, until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of Fire and Tornado insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of One ThousandDollars, loss, if any, payable to the mortgage or its assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance