

To secure the payment of their promissory note for \$22,000.00, executed and delivered by Howard L. Wilcox and Shirley F. Wilcox, on the 14th day of November, 1956, to William H. Sapp, and payable to him or order on demand after the date thereof. Said note bears interest from date at the rate of 5% per annum, payable annually.

First Parties agree to keep the house located on said lot insured at all times against loss by fire and fire or windstorm in the sum of \$15,000.00. The said policy shall contain standard mortgage clause payable to William H. Sapp or his assigns as his interests may appear.

Now, if the said Note and interest be paid when either becomes due and payable and said agreement as aforesaid, be faithfully performed as aforesaid then this deed shall be void, and the property hereinbefore conveyed shall be released at the cost of the said parties of the First Part, but if default be made in payment of said Note or interest when either becomes due and payable, or in the payment of taxes as the same may become due from time to time,

then this deed shall remain in full force, and the said party of the Second Part, or in case of his death, refusal to act or absence from said Boone County, when authorized to sell under these presents, and a sale be desired by the holder of said Note then the sheriff of Boone County, Missouri, for the time being, who shall thereupon become his successor to the title of said property, and the same become vested in him, in Trust, for the purposes and objects of these presents, and with all the powers, duties and obligations thereof, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder at the south front door of the Court House in the City of Columbia, Boone County, Missouri, for cash, first giving twenty days' public notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper printed and published in Boone County, Missouri, and upon such sale, shall execute and deliver a Deed in fee simple of the property sold, to the purchaser or purchasers thereof (a recital wherein of the giving of such notice, and in case such sheriff sell, of the happening of any or either of the aforesaid events making him successor herein as aforesaid shall be proof thereof), and receive the proceeds of said sale, out of which he shall pay first, the costs and expenses of executing his Trust, including compensation to the Trustee for his services, and next, said Note hereinbefore described, and all interest due thereon, to the holder thereof

and the remainder, if any, shall be paid to the said parties of the First Part, or their legal representatives.

And the said party of the Second Part covenants faithfully to perform and fulfill the trust herein created.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

Executed in the presence of

Howard L. Wilcox (Seal)
Shirley F. Wilcox (Seal)
(S Seal)
(S Seal)

KANSAS
STATE OF MISSOURI }
COUNTY OF BOONE } ss.

On this 26 day of November 1956

before me personally appeared Howard L. Wilcox
and Shirley F. Wilcox, his wife



to be known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said County, the day and year first above written.

My term of office as a Notary Public will expire

January 1959
Harold A. Beck
HAROLD A. BECK Notary Public
Register of Deeds

Recorded November 26, 1956 at 9:45 A.M.

Harold A. Beck Register of Deeds

The note herein described, having been paid in full, this Deed of Trust is hereby released, and the lien thereby created, discharged. As witness our hands this 29 day of January, 1960.

This release was written on the original mortgage dated 11/26/56 by William H. Sapp
Dorothy A. Beck
By James Beem

Pearl H. Sapp