

There are no unpaid labor or material bills outstanding which would result in a mechanic's lien against this property.
Any transfer of said real estate shall be subject to the condition that the purchaser or purchasers shall also be liable for the payment of such indebtedness.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage.

If said mortgagee shall cause to be paid to said mortgagee the entire amount due hereunder, and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with the terms and provisions thereof, and if said mortgagee shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the possession of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

This mortgage shall be binding upon and shall enure to the benefit of the ~~Emil Liston Foundation, a Kansas Corporation~~ successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagee ~~has~~ hereunto set Max H. the day and year first above written.

Attest:

Richard B. Garrett
Secretary

By: Max H. Johnson
President

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STATE OF MISSOURI)
COUNTY OF JACKSON) ss

Be it remembered, that on this 6th day of November, 1958, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came and appeared Max H. Johnson, president of the Emil Liston Foundation, a corporation, who is personally known to me to be the same person who executed the foregoing instrument of writing as president, and the said Max H. Johnson, as president of said corporation, duly acknowledged the execution of the same as president of the said corporation, and acknowledged the same to be the act of the corporation.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

R. C. Southall
Notary Public

My term expires Feb. 8, 1961

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss

Be it remembered, that on this 10th day of November, 1958, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came and appeared Richard B. Garrett, secretary of the Emil Liston Foundation, a corporation, who is personally known to me to be the same person who executed the foregoing instrument of writing as secretary, and the said Richard B. Garrett, as secretary of said corporation, duly acknowledged the attestation of the same as such secretary for and on behalf of the corporation, and that he affixed thereto the common seal of the said corporation.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



My Commission Expires Nov. 5th, 1959
My term expires Frank S. Owen Notary Public

Frank S. Owen
Notary Public

Recorded November 18, 1958 at 1:40 P.M.

Harold A. Back Register of Deeds