

WHEREAS, the parties of the first part have of even date herewith executed and delivered to Pearl H. Sapp, or Order, their certain, negotiable, promissory note in the amount of \$18,500 and bearing interest at the rate of 6% per annum, interest and principal payable in monthly installments of \$ 156.12 each, the first installment being due on the 29th day of February, 1960, and subsequent installments in a like amount being due on the 29th day of each successive month thereafter until the principal and interest are fully paid; the interest is to be deducted first from each installment and the balance credited to principal; said note also provides for a prepayment privilege and attorneys fees in the event it is necessary to place the note in the hands of an attorney for collection and also contains an acceleration clause; and

WHEREAS, parties of the first part covenant and agree to pay all taxes and assessments levied on said premises before any penalty for non-payment attaches thereto; also to keep the buildings thereon in good repair and insured to the fair insurable value thereof against loss and damage by fire, lightning and windstorm in insurance companies acceptable to the legal holder of said note, and in case of failure to do so the legal holder of said note may pay taxes and assessments, make such repairs and effect such insurance and the amounts paid therefor with interest thereon from the date of payment at the rate of 6% per annum shall be collectible with, as part of, and in the same manner as said note.

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 the payment of said Note or interest when either becomes due and payable, or in any of the above covenants and agreements,

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 ~~these parties of the Second Part~~ when authorized to sell under these presents, and a sale be desired by the holder of said Note then the sheriff of ~~Douglas County, Kansas~~ <sup>Douglas County, Kansas</sup> 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, Missouri~~ <sup>Lawrence, Douglas County, Kansas</sup> 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 ~~Columbia, Missouri~~ <sup>Douglas County, Kansas</sup> 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 legal holder

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)  
 Shirley F. Wilcox (SEAL)  
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