

Reg. No. 16,481  
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FD-350 (Rev. 5-1-59)

Deed and Mortgage Co., 508 Webster, Kansas City, Mo.

97892 BOOK 127

## Deed of Trust

Glossary Form

**This Deed, MADE AND ENTERED INTO THIS 26TH. day of January**  
**One Thousand Nine Hundred and Sixty-One by and between Clara Baecker**

party of the first part, and Terryl Johnson Agent for Third Party  
party of the second part, and Cook Employees' Credit Union, 1412 Knox Street,  
North Kansas City, Missouri party of the third part,

**WITNESSETH**, That first part y do es in consideration of One Dollar in hand paid by sec-  
ond party, grant, bargain and sell to second party land in Douglas County, Kansas,  
described as follows:

Lot One (1) in Block Two-Hundred-Eighteen (218) in the city of  
Eudora, in Douglas County, Kansas. All improvements on said property  
are included.

together with all buildings now or hereafter thereon, and all fixtures, heat and light apparatus, win-  
dow shades, door and window screens and awnings in or upon such buildings,

**TO HAVE AND TO HOLD THE SAME** with all easements, rights and appurtenances thereto  
belonging to second party in trust for the following purpose:

**WHEREAS** Clara Baecker  
first part y did on this date execute to third party a certain principal note  
Dated January 26TH, 1961 and deliver to Cook Employees' Credit Union, a copy of  
which is hereto attached and made apart hereof as the set out fully herein,

being payable at the office of Cook Employees' Credit Union, 1412 Knox St. North Kansas City, Mo.  
and bearing interest after maturity at the rate of eight per cent per annum until paid.

Third party or assigns before sale hereunder and the purchaser at sale hereunder shall be subrogated to the lien of  
any prior incumbrances or vendor's lien on said premises paid out of the money secured by this deed of trust, if any.

**AND WHEREAS**, First part agree, (1) to pay all present and future taxes and assessments, general and  
special, against said property before the same become delinquent or actionable, (2) to keep the buildings on said land in-  
sured against fire in the sum of Reasonable Dollars, and against wind storms  
in the sum of Dollars, and keep the policies of insur-

ance assigned and delivered to third party or assigns, with power to collect any money becoming due thereon and  
apply it on said indebtedness or upon the repair or reconstruction of the improvements upon said premises, (3) to pay all  
liens or claims that may take precedence of this deed of trust in any respect as soon as such liens or claims shall become  
due, and (4) to keep said premises in good condition and repair and not permit any waste thereon or substantial deteriora-  
tion thereof; and upon the failure of the first part y to keep any of said agreements, the holder of said indebtedness  
or any part thereof may pay such tax, pay for such insurance, pay off such liens, or claims, or cost of repairs, as the case  
may be, and the money so expended with interest at eight per cent per annum shall be secured by this deed of trust, and  
first part y agrees to repay the same upon demand;

**NOW**, if said indebtedness be paid when due, and said agreements be kept, this deed of trust shall become void and  
shall be released by third part y or assigns at the expense of first part y; but if default be made in the payment of  
said indebtedness or any part thereof, principal or interest, or in the keeping of any of said agreements, the whole of said  
indebtedness shall become due and second party at the request of the holder of said indebtedness or any part thereof shall  
sell said property or any part thereof at public vendue to the highest bidder for cash at a front door of the building ap-  
pointed for holding the Circuit Court of Clay County at Liberty, Mis-  
souri, first giving notice of such sale in the manner now proscribed by statute; and upon such sale the trustee shall convey  
to the purchaser the property sold and out of the proceeds of sale shall pay, (1) the costs of sale including reasonable attor-  
ney's fee, if an attorney be employed, (2) the moneys if any paid out by third party or assigns as herein authorized,  
(3) the unpaid indebtedness with interest to the date of sale, and (4) the balance to the first part y Her heirs or  
assigns; and any conveyance so made shall be prima facie evidence of the facts recited therein. If sale be advertised but  
stopped by act or request of first part y shall pay a trustee's fee of ten dollars as part of the costs incurred.

The first part y reserve possession of said property as tenant of the second party at a rental of one cent per  
month payable upon demand until default in the performance of any of the foregoing agreements, whereupon possession  
shall be delivered to the second party or the purchaser at trustee's sale hereunder.

In case of second party's death, or refusal to act, or temporary or permanent absence from said  
County, or temporary or permanent disability to act when any advertisement and sale are to be made hereunder, then,  
whoever shall be sheriff of Clay County, Missouri, at the time when any such advertisement and sale are to be  
made shall, for the purposes of that advertisement and sale, succeed to the second party's title and powers hereunder.

**IN WITNESS WHEREOF** the first part has hereunto set Her hand the day and year first  
hereinbefore written.

Clara Baecker  
Ralph H. Blum

See Book of Minutes, the book 143, page 534  
for further see book 143, page 546