

to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, trustees, successors or assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this Mortgage.

The said Mortgagor does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises herein granted; that the premises are free and clear of all encumbrances of every nature and kind whatsoever; that they will forever warrant and defend the same with appurtenances unto said Mortgagee against the lawful claims and demands of all persons whomsoever, and that they hereby waive all benefit of the homestead, exemption and staylaws of the State of Kansas.

THIS MORTGAGE is given to secure the payments of the principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) together with interest from September 25, 1964 at the rate of six per centum (6%) per annum until maturity on the whole of said principal sum remaining from time to time unpaid, according to the terms of one certain promissory Note of Russell W. Jones and Diane Jones and bearing even date herewith, both principal and interest payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at time of payment, and payable to the order of HERBERT V. JONES MORTGAGE CORPORATION, 300 Bryant Building, Kansas City, Missouri, or at such other place, either within or without the State, as the owner of said Note may from time to time designate; said principal and interest payable on the dates and in the manner following, to-wit:

Interest payable on the first day of each and every month from and after the date hereof, beginning October 1, 1964, to and including the first day of January, 1965, and thereafter principal and interest payable in monthly installments as follows:

ONE THOUSAND SEVENTY-FOUR AND 65/100 DOLLARS (\$1,074.65) on the first day of February, 1965, and ONE THOUSAND SEVENTY-FOUR AND 65/100 DOLLARS (\$1,074.65) on the first day of each succeeding month thereafter, to and including December 1, 1984, such payments to be applied first in payment of interest due on the unpaid principal and the balance to be applied in reduction of the principal, and the remaining balance of principal, if any, together with interest thereon, shall be due and payable on January 1, 1985.