

295

2. That the lien of the original deed of trust or mortgage and the covenants and agreements therein, and in the note secured thereby, shall be and remain in full force and effect, subject to all the conditions and provisions in said original note and deed of trust or mortgage contained. First party hereby assumes, and agrees to be bound by and by the makers thereof, at the times and in the manner therein specified, except as expressly modified and/or extended herein.

3. That in case of default in the payment of any part of said principal or interest when due, or in case of the breach of any of the covenants contained in said deed of trust or mortgage or said principal note or in this agreement, then in such case said principal and interest shall draw interest at 8 per cent per annum and the legal holder of said note may, at the option of such holder, at any time thereafter, declare the whole of said principal sum and the interest thereon at once due and payable, without notice to the undersigned and the said deed of trust or mortgage may then be at once foreclosed the same as if said indebtedness had matured by express terms; or the legal holder may elect to proceed in the collection thereof at law or in equity. Any and all rights or remedies given or conferred by this instrument, said note, said deed of trust or mortgage or by law shall be cumulative and not exclusive.

IN WITNESS WHEREOF MARK FIFTH, INC. A MISSOURI CORPORATION,

has hereunto set its hand and seal and the Second Party has caused this instrument to be signed by its Vice-President and its corporate seal to be hereunto affixed.

BY: Paul W. Lammers
Paul W. Lammers (SEAL)
Mary Lucille Lammers (SEAL) Secretary
BY: William H. Kelly
Wm. H. Kelly Sr. Vice-President

MISSOURI CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF

On this 15th day of JULY 19 70

before me, appeared PAUL W. LAMMERS

to me personally known, who being by me duly sworn, did say that he is the President of MARK FIFTH, INC. A MISSOURI CORPORATION

a corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Paul W. Lammers acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in St. Louis, Missouri, the day and year last above written.

My Commission Expires Feb. 22, 1973

My commission expires Notary Public within and for said County and State

a Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My term expires 19 Notary Public in and for said County and State.

CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 22nd day of

July

19 70, before me personally appeared

William H. Kelly, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Empire State Bank a Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said William H. Kelly acknowledged said instrument to be the free act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires Feb. 9, 1973

Notary Public in and for said County and State.

Recorded July 24, 1970 at 1:58 P.M.

James B. Bann Register of Deeds