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Reg. No. 5,858
Fee Paid $48.75

FORM NO. 1118 CLASS E — DEMAREE STATIONERY CO., 908 Walnut, Kansas City, Mo.

BOOK 161 25838

Kansas Real Estate Mortgage

This Indenture, *Made this* Sixth *day of* July *, A. D. 19*71 *, between*

BRUCE E. HACKETT and HARRIOT E. HACKETT

of Osage *County, in the State of* Kansas *, of the first part,*

and SERVICE PLAN COMPANY, of Kansas City, Missouri

of Jackson *County, in the State of* Missouri *, of the second part:*

WITNESSETH: THAT SAID PART OF THE FIRST PART, in consideration of the sum of $19,500.00 (Nineteen thousand five hundred & no/100ths----) *DOLLARS, the receipt of which is hereby acknowledged, do*es *by these presents, Grant, Bargain, Sell and Convey unto said part*y *of the second part,* his and her *heirs and assigns, all of the following described real estate situated in* Douglas *County and State of Kansas, to-wit:*

Ten acres to be surveyed, in the East half of the Northwest Quarter of Section 17, Township 15 South, Range 18, East of the sixth principal meridian, in Douglas County, Kansas.

Specifically described as follows -- A Tract of Land beginning at a point 595 feet West of the Northeast Corner of E 1/2 of the NW 1/4 of Section 17, Township 15 South, Range 18 East of the sixth principal meridian, thence 900 feet South, thence 430 feet west, thence 900 feet north, thence 430 feet east to point of beginning containing 9 acres more or less, and a Tract beginning at the NE corner of E 1/2 of NW 1/4 of Sect. 17 Tnshp 15 S, Range 18, thence 216.25 ft. S, thence 200 ft. W, thence 216.25 ft. N, thence 200 ft. E, containing 1 acre more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said

BRUCE E. HACKETT and HARRIOT E. HACKETT

*ha*ve *this day executed and delivered* a *certain promissory note in writing to said* SERVICE PLAN COMPANY, of Kansas City, Missouri *part*y *of the second part, of which the following* attached collateral pledge note.

COLLATERAL PLEDGE NOTE - INTEREST FROM DATE

$ 19,500.00 AND INTEREST KANSAS CITY, MO., July 6 19 71 NO.

ON September 18, 1971 THE UNDERSIGNED PROMISE(S) TO PAY TO THE ORDER OF

SERVICE PLAN COMPANY

Nineteen thousand five hundred and no/100ths------------------------ DOLLARS

at its office in Kansas City, Missouri, with interest at the rate of 8 per cent per annum from date payable 9-18-71 . This note shall bear interest at the rate of 8 per cent per annum after maturity, and if not paid annually, interest will be compounded.

To secure the payment of this note, and any renewal or extension thereof, as well as all other liabilities of any and all parties liable hereon, whether direct or indirect, whether absolute or contingent, whether now existing or hereafter arising, and whether due or to become due, each of the parties liable hereon pledges to said Service Plan Company and grants to said Service Plan Company a security interest in all of the property of any kind, now or at any time hereafter assigned, transferred or delivered to or left in the possession of said Service Plan Company by or for the account of such parties, including, but without limitation, all property described in receipts for collateral from time to time issued by said Service Plan Company to or for the account of any of the parties liable hereon and any deposit or credit balance or other indebtedness credited by or due from said Service Plan Company to such parties, appearing on the books of said Service Plan Company (said property and any substitutions therefor and any additions thereto being hereinafter called the "Collateral").

send the undersigned reasonable notice of the time and place of any public sale or of the date after which any private sale or other disposition is to be made. The requirement of such notice shall be met if such notice is mailed, postage prepaid, to the undersigned at the last address for the undersigned shown on said Service Plan Company's records, at least five days before the time of the sale or other disposition.

Said Service Plan Company may at its option demand, sue for, collect, or make any compromises or settlements it deems desirable with reference to Collateral held hereunder. Said Service Plan Company shall not be bound to take any steps necessary to preserve any right in the Collateral against prior parties, which the undersigned assumes to do. The right is expressly granted to said Service Plan Company to receive the income on any and all of the Collateral pledged hereunder and to hold the same as security herefor or as security for any other obligation of any of the parties liable hereon, or apply it on the principal or interest due hereon or due on any liability secured hereby.

No delay or omission on the part of said Service Plan Company in exercising any right hereunder shall operate as a waiver of such right or of any other right under this note and a waiver on one occasion shall not be construed as a bar to or a waiver of any such right or remedy on future