

Nevada, Mo., or at office of J. E. Atkinson, Nevada, Mo.

And whereas, said party of the first part agrees with said party of the third part and his endorsee or assignee of said Promissory Note, and each of them, to pay on demand all taxes and assessments, general and special, now existing against said land and improvements, and to pay, when due, or within the time required by law, all taxes and assessments, general or special, hereafter levied thereon or therefor; and also to keep the improvements upon said land constantly and satisfactorily incurred, until said Note be paid, for the sum of at least \$10,000.00, and Dollars, and the policy or policies thereof constantly signed or pledged and delivered to the said party of the third part and its successors in said trust for further securing the payment of said Note, with power to demand, receive and collect any and all moneys becoming payable thereunder, and the same apply toward the payment of said Note, unless otherwise paid and acknowledged, said land and improvements thereon free from all statutory liens of every kind; and if any or either of said agreements be not performed as aforesaid, then said party of the third part, or his said endorsee or assignee, or any of them, may pay current taxes and assessments or any part thereof, and may effect such insurance for said purpose, paying the cost thereof, and may also pay the final judgment for any statutory claim, including all costs, and for the repayment of all money paid in the premises, with interest thereon from the time of payment at the rate of ten percent per annum, where presents shall be a security in like manner and with like effect as for the payment of said Note.

Now, if said Note and the interest thereon be paid when due, and said agreements be faithfully performed as aforesaid, then these presents, including the lease herein after recited, shall be void, and the property hereinbefore conveyed shall be released at the cost of said party of the first part; but if default be made in the payment of said Note, any part thereof, or any of the interests thereon when due, or in the faithful performance of any or either of said agreements as aforesaid, then this deed shall remain in force, and the said party of the second part, or in case of his death, inability, or incapacity to act, or absence from the County, then the (then Sheriff of said County of Douglas) who shall thereupon be in possession of the title to said property, and the same become vested in him in trust for the purpose & objects of these presents, and in full the powers, duties and obliga-

(See Book 22 Page 457)

For more recent & larger documents
see the notes in back of this
Note dated October 1st, 1889, Mo.

Attest James Booth

John Schantz