

Kansas Trust Deed

This Indenture, Made this first day of February, A. D. 1917, between Albert Griffin and Beulah Griffin, his wife, of the County of Douglas, State of Kansas, parties of the first part, and the Kansas City Title and Trust Company, a Missouri corporation having its principal office in the City of Kansas City, Missouri, as Trustee, as hereinafter specified, party of the second part:

Witnesseth: That the parties of the first part in consideration of the sum of One Dollar and other valuable considerations to them in hand paid by the party of the second part, receipt whereof is hereby acknowledged, do hereby Mortgage and Warrant unto the party of the second part, its successors and assigns, the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

South Half of the South West Quarter of Section Four (4), Township Fourteen (14) South, Range Twenty One (21) East of the sixth principal meridian, containing 80 acres, according to Government survey,

To Have and To Hold the same, with all the hereditaments and appurtenances thereto belonging to the said second party and its successors and assigns forever, in trust, however, for the following uses and purposes, to-wit:

Whereas the parties of the first part are justly indebted for money borrowed in the sum of Three Thousand Dollars, evidenced by One principal promissory note bearing even date herewith, payable to the order of Forrest C. Cookman of Kansas City, Missouri, due as specified therein, and bearing interest as evidenced by interest notes there attached: both principal and interest notes being payable at the First National Bank, in Kansas City, Missouri, and bearing interest after their respective maturities at the rate of ten (10) per centum per annum, the identity of said principal note being evidenced by the certificate thereon of the Kansas City Title and Trust Company, of Kansas City, Missouri.

Now, therefore, for the purpose of securing said indebtedness, the parties of the first part covenants and agrees as follows:

1. To pay said notes according to the tenor and effect thereof as herein and in said notes provided, or according to any agreement extending the time of payment, together with the reasonable charges of any attorney in whose lands any of said notes not so paid may be placed for collection without foreclosure.

2. To pay before delinquency, all taxes and assessments of any kind by or in the State of Kansas against said premises or against the interest of the party of the second part, or of the holder of the indebtedness or his assigns therein or against this Trust Deed or the notes or debt secured hereby, and on such payment to submit receipts thereof to the holder of the indebtedness, or his assigns.

3. To commit and permit no waste upon said premises, and to do and allow no work to be done upon said premises by anyone whatsoever, which, in the opinion of the holder of the indebtedness, or his assigns, will materially depreciate his security; to keep said premises free from all statutory lien claims of every kind, and to pay all sums necessary to protect the title or possession thereof.

4. To keep the buildings on said premises, at all times during the continuance of this Trust Deed, insured in a responsible insurance company to be approved by the holder of the indebtedness, or his assigns, for at least their fair insurable value against loss by fire, lightning or tornadoes, such insurance to be payable, in case of such loss, to said party of the second part, its successors and assigns, for the benefit of the holder or holders of said notes by the usual mortgagee or trustee clause to be attached to such policy and to deliver all such policies to the holder of said indebtedness; and to apply all payments from such insurance upon said principal note at the option of the holder thereof.

5. That the parties of the first part have good and merchantable title in fee simple to the premises hereby conveyed, free and clear from all encumbrances, with full right and authority to convey the same, and will forever warrant and defend the title thereto against the claims of all persons whatsoever.

(6). To pay all expenses and disbursements (including a reasonable attorney's fee) occasioned by any suit or proceeding, wherein said party of the second part, or his assigns, or the holder of any part of said indebtedness as such may be made a party.

7. In case of failure of said parties of the first part to perform any of these covenants, the said party of the second part, or the holder of said indebtedness, may pay off and procure release of any such statutory lien claims, and may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said parties of the first part all amounts so paid, and interest thereon at the rate of ten (10) per centum per annum from the date of such payment, and this mortgage shall stand as security for all such sums.

All the covenants and agreements herein shall bind the heirs, administrators and assigns of the parties hereto.

Said first parties hereby assign to said second party, its successors or assigns, all the rights and benefits accruing to them under all oil, gas or mineral leases on said real estate: this assignment to terminate and become void upon release of this trust deed.

Said second party, its successors or assigns, shall be subrogated for further security to the lien, though released or record, of any and all prior encumbrances upon said real estate paid out of the proceeds of this loan.

If default be made in the payment of the said notes, principal or interest, or in any part thereof, or in any of the covenants and conditions contained in this Trust Deed, at the time therein and hereinafter specified for the payment or performance thereof; or if said parties of the first part shall neglect or refuse to pay said taxes or effect said insurance and deliver the policy or policies as herein specified then the whole indebtedness shall become due and payable immediately at the election of the holder of the indebtedness or his assigns, without notice, anything herein or in said principal note to the contrary notwithstanding, and shall be recoverable.

Recorded

Book 2-1917

Griffin & Griffin

Forrest C. Cookman

(Copy Book)

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