

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

In Testimony Whereof, The said parties of the first part have heretunto subscribed their names on the day and year above mentioned.

Executed and delivered in presence of

Emma E. Place.
E. N. Place.

STATE OF KANSAS:

SS

DOUGLAS COUNTY:

Be It Remembered, That on this 8th day of February, A. D. Nineteen Hundred Seventeen before me, the undersigned, a Notary Public in and for said County and State, came Emma E. Place and E. N. Place, her husband, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have heretunto subscribed my name and affixed my official seal, on the day and year last above written.

W. M. Clark,
Notary Public,
Douglas County, Kansas.

My commission expires May 15, 1919.

Recorded on Feb. 27th, 1917 A. D.,
at 2:36 o'clock, P. M.

Estelle Northrup
Register of Deeds,
Lo Spine Walton
Deputy.

MORTGAGE.

This Indenture made this 17th day of February A. D. 1917; by the Mutual Oil Company a corporation, with its principal offices at Lawrence, Kansas, party of the first part hereinafter called mortgagor, and The Midwest National Bank, a national banking corporation, of Kansas City, Jackson County, State of Missouri, party of the second part, hereinafter called mortgagee, Witnesseth:

That the said mortgagor, in consideration of the sum of Fifty Thousand Dollars, the receipt of which is hereby acknowledged, and for the purpose of securing the repayment of said sum, with interest as hereinafter provided, and the performance of the covenants hereinafter contained, hereby grants, bargains, sells and mortgages unto the said mortgagee, its successors or assigns, all of the property described as follows, to-wit: Twenty-five all steel tank cars, ten thousand gallon capacity, lettered "Mutual Oil Company, Kansas City, Missouri", and numbered 1958 to 1982 inclusive, now in the possession of the said mortgagor, and located in Kansas City, Jackson County, Missouri, which said cars are being used by the said mortgagor in the transportation of oils and refined oils.

PROVIDED, Always, and these presents are upon the express condition, that, whereas the said mortgagor has executed and delivered to said mortgagee five notes, which represent the principal sum of said Fifty Thousand Dollars, to-wit:

One note for \$5,000.00 dated the 17th day of Feb. A. D. 1917, due the 17th day of May, A. D. 1917; One note for \$5,000.00 dated the 17th day of February A. D. 1917, due the 17th day of July, A. D. 1917; One note for \$5,000.00 dated the 17th day of February A. D. 1917, due the 17th day of September, A. D. 1917; One note for \$5,000.00 dated the 17th day of February, A. D. 1917, due the 17th day of November, A. D. 1917; One note for \$30,000.00 dated the 17th day of February A. D. 1917, due the 17th day of January, A. D. 1918; each of said notes bearing interest at the rate of six per cent per annum from date until paid, which said principal and interest as represented by said notes and any renewals thereof are payable at the office of the mortgagee in Kansas City, Jackson County, Missouri.

If said mortgagor shall pay or cause to be paid said notes and the interest thereon as above provided, and shall keep and perform the covenants and agreements herein contained by it to be performed, then these presents shall cease and shall be null and void. And the said mortgagor, for itself, its successors and assigns hereby covenants, promises and agrees with the said mortgagee, its legal representatives, successors and assigns, as follows:

First. The said mortgagor will pay to the said mortgagee, its legal representatives and assigns the said sum of Fifty Thousand Dollars, with interest thereon at the rate of Six Per Cent as specified in the notes numbered One to five inclusive, at the time and times when said notes with the interest thereon are due payable.

Second. The said mortgagor agrees to pay and will pay all taxes, assessments, rates and charges when the same become due and payable, and agrees to pay and will pay all other liens of every name and nature which shall be levied or imposed upon said property or any part thereof or upon or on account of this mortgage or the indebtedness secured hereby, or upon the interest or estate in said property represented by this mortgage, and will pay and cause to be paid when the same is due and payable all license fees and charges of any and every nature and kind whatsoever that may at any time be levied, rated, assessed, charged or become payable on said cars.

THIRD. If the property described in this mortgage can be insured, and the mortgagee so desires, then the mortgagor agrees to insure the same against loss and damage by fire in some responsible insurance company to an amount not less than \$- - - - - All loss in the policies for said insurance to be payable to said mortgagee as its interest created by this mortgage may appear, and deliver said policies to said mortgagee as soon as issued.

Recorded on Feb. 27th, 1917 A. D.,
at 2:36 o'clock, P. M.

The following is endorsed on the original instrument:
I have read this mortgage and the Board of Commerce & Finance of the
Kansas Chamber of Commerce of the State of Kansas has approved the
terms, does hereby acknowledge full payment of the note by the mortgagor and
cancel, and withdraws the Register of Deeds of Douglas County, Kansas, to do large M.