

of each month, a copy of which lease is hereto attached and made a part of this mortgage, and,

Whereas, thereafter with the consent of the lessor said lease was assigned to Harry G. Long, and thereafter on the 30th day of April 1921, with the consent of the lessor it was assigned by said Long to Lee R. Van Houten and R. C. Jasper, and in said assignment the term of said lease was extended to the 1st day of September 1928, and thereafter with the consent of the lessor said lease was assigned with said extension by said Van Houten and Jasper to Demming W. Bond,

Now, if the said Demming W. Bond, shall well and truly comply with all the terms of said lease, and extension thereof, and assignment to said Van Houten and Jasper (except that part of said assignment concerning the adding of a Weaver Press, and a Drill Press, and repair tools of said Jasper, and the taking out of a certificate in the Safety Savings and Loan Association, and the giving of a chattel mortgage on a Winton Car), and shall comply with all the terms of said assignment by Van Houten and Jasper to him, and shall pay or cause to be paid the rent specified in said lease and extension, and assignment according to the terms thereof, during the entire period thereof, then these presents shall be null and void,

But, if said rent be not paid as provided in said lease, extension and assignments, and all the terms thereof be well and truly performed, (except those terms and parts hereinbefore expressly excluded and excepted), the party of the second part, his heirs, executors, administrators and assigns, shall be and become entitled to a judgment in an amount equal to the loss and damage which said second party shall sustain by reason of any and all non payment of rent specified in said lease and extension during the term thereof, up to but not exceeding the sum of \$750.00 as a total, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said real estate situated in the county of Douglas, State of Kansas, in satisfaction of said judgment, foreclosing all rights and equities in and to said real estate of the parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale appraisement of said real estate is hereby waived by the parties of the first part, and the benefit of all Homestead Exemption and Stay laws of Kansas are hereby waived by said parties of the first part.

And, the parties of the first part shall and will at their own expense keep all buildings erected or to be erected on said land fully insured in a responsible company for the benefit of the party of the second part, or his heirs or assigns, and in default thereof said party of the second part may effect the same in his own name, and the premiums therefor shall be an additional lien on said real estate, and at his option he may pay any taxes or statutory liens against said property, all of which sums with interest at 6 per cent may be enforced and collected in the same manner as the principal debt herein secured.

And, the parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the real estate above granted, and seized of a good and indefeasible estate of inheritance therein, free of encumbrances except as stated herein, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

L. R. Van Houten,
Mary J. Van Houten,

State of Missouri,
County of Jackson,

Be it remembered that on this 9th day of December 1921, before me, the undersigned, a Notary Public, in and for the county and State aforesaid, came Lee R. Van Houten, who is personally known to me to be the person who executed the within and foregoing instrument of writing, and such person executed the within and foregoing instrument of writing, and such person duly acknowledged the execution of the same.

In testimony whereof I have hereunto set my hand and affixed my notarial seal this day and year last above written at my office in Kansas City, Mo.

My commission will expire Nov. 18th, 1923.

Battle McCardle,
(L.S.) Notary Public, Jackson Co., Mo.

State of Missouri,
County of Jackson,

Be it remembered that on this 10 day of December 1921, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Mary J. Van Houten, wife of Lee R. Van Houten, who is personally known to me to be the person who executed the within and foregoing instrument of writing, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal this day and year last above written at my office in Kansas City, Mo.

My commission will expire Nov. 18, 1923.

Battle McCardle,
(L.S.) Notary Public, Jackson County, Mo.

Recorded Dec. 14, 1921,
At 3:10 o'clock P.M.

Estlin Northrup,
Register of Deeds,
Samuel Lord,
Deputy.