

SAML. GODDARD STATIONERY CO. KANSAS CITY, MO. 64111

thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quit and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First--Said William F. Davis and Mary E. Davis did, on the 23rd day of October, 1925, make and deliver to the above-mentioned party of the second part their First Mortgage Real Estate Negotiable Bond or Note, which said Bond or Note is for Forty Five Hundred and no/100 ----- DOLLARS, or at such other place as the holder hereof may from time to time in writing designate; with New York exchange, with interest at the rate of 5 per cent per annum, payable semi-annually on the 1st day of April and October in each year, according to the tenor of 10 interest coupon notes one for Ninety Eight and 75/100 Dollars and nine for One Hundred Twelve and 50/100 Dollars each, payable at the office of GROVES BROTHERS and COMPANY, in Kansas City, Missouri, or at such other place as the holder hereof may from time to time in writing designate, with New York exchange, which both principal and interest notes bear interest from maturity at the rate of ten per cent per annum until paid.

It is a condition of this note that the sum of \$100 or any multiple thereof may be paid thereon at any interest payment beginning with the end of the first year.

Second--Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third--Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth--Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company or companies, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Twenty Five Hundred DOLLARS, loss if any, payable to the mortgagee or its assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached, during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said party of the second part of the second part, or to the holder of said notes, for further securing the payment thereof, with full power hereby conferred to settle and compromise all loss claims; to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said notes, unless otherwise paid; and in event of foreclosure hereunder, with power to assign to the purchaser at foreclosure sale the unexpired term of all such policies.

Fifth--Said parties of the first party hereby agree that if the makers of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same become due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice. The parties of the first part shall not and will not apply or claim any deduction by reason of this mortgage from the taxable value of said land, premises or property, but will pay all taxes upon the same in full, and also all taxes which may be levied upon this mortgage or the moneys secured hereby, without regard to any law heretofore enacted or hereafter to be enacted assessing the whole or any part hereof to the mortgagee. Upon violation of this condition or the passage by the State of a law imposing upon the mortgagee payment of the whole or any portion of the taxes on the mortgaged premises or upon the moneys or loans secured by this mortgage, or upon the rendering by any court of competent jurisdiction of a decision that the assumption by the mortgagee of liability to pay any tax or taxes assessed against the mortgagee is legally inoperative, then and in such event the debt hereby secured may, at the option of the mortgagee, immediately become due and collectible, as though the debt had matured through lapse of time, and without any deduction excepting only the Federal Income Tax, anything heresh contained or any law which passed to the contrary notwithstanding.

In case taxes upon the property covered by this mortgage are paid by the holder of the notes thereby secured, under the right conferred upon him in this mortgage, the receipt of the proper officer for such taxes shall be as between the holder and the mortgagor or grantor in the mortgage, conclusive evidence of the amount and validity of the taxes.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

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 hereunto subscribed their names, on the day and year above mentioned.

William F. Davis

Executed and Delivered in the Presence of

Mary E. Davis

STATE OF KANSAS, COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, That on this 23rd day of October, A.D. nineteen hundred Twenty-five, before me, the undersigned, a Notary Public in and for said County and State, came William F. Davis and Mary E. Davis, his wife, 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 hereunto subscribed my name and affixed my official seal, on the