

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64114

First. That the parties of the first part are justly indebted to the party of the second part in the sum of forty five hundred and no/100 Dollars according to the terms of one certain mortgage note of even date herewith executed by said parties of the first part in consideration of the actual loan of the said sum with interest from August 1, 1926 on the whole amount of said principal sum remaining from time to time unpaid, at the rate of 8% per annum, payable semi-annually; both principal and interest being payable in gold coin of the present standard of weight and fineness, at the National Bank of Commerce, New York, N.Y. or at such other place as the legal holder of such principal may in writing designate, according to amortization plan in 68 equal semi-annual installments of one hundred Forty five and 85/100 Dollars each, and one semi-annual installment (the last to mature) of one hundred Forty five and 85/100 Dollars all due and payable as follows: One hundred forty six and 25/100 Dollars semi-annually thereafter on the first days of February and August in each and every year to and including the first day of August 1960 and the last installment of one hundred forty five and 85/100 Dollars on the first day of February 1961 by which and when the said entire principal sum and interest shall be fully paid; and if any installment payment, as provided for in said note is not paid when due, said defaulted installment or installments shall bear interest at the rate of ten per centum per annum from the date of such default, until paid.

Second. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of -----Dollars in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage or loss payable clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part is authorized to and may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for foreclosure of this mortgage. In case of foreclosure it is agreed that any judgment rendered hereon shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of default of any of the covenants or agreements herein contained the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property by receiver or otherwise as it may elect.

Fifth. That the parties of the first part hereby agree to pay all taxes and assessments general or special, excepting only the Federal Income Tax, which may be assessed in the state of Kansas upon the said land, premises or property, or upon the interest of the party of the second part therein and while this mortgage is held by a non-resident of the state of Kansas upon this mortgage or the debt secured thereby; without regard to any law heretofore enacted or hereafter to be enacted imposing payment of the whole or any part thereof upon the party of the second part its successors or assigns and that upon violation of this undertaking or the passage by the state of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part its successors or assigns, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, and in any such event the debt hereby secured, without deduction, shall at the option of the party of the second part, become immediately due and collectible notwithstanding anything contained in this mortgage or any law hereafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent nor to permit the said property or any part thereof or any interest therein, to be sold for taxes and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

Sixth. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh. As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgagee its successors and assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided however, that said party of the second part, its successors and assigns, shall not be chargeable with any responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them and that the lessees in any such leases shall account for such rights or benefits to the party of the first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes all notes secured by this mortgage shall immediately become due and collectible at the option of the holder of this mortgage.

Eighth. That if such payments be made as are herein specified this conveyance shall be void; but if any note herein described, whether for principal or interest or any part of the indebtedness secured by this mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, its successors or assigns, and no failure of the party of the second part its successors or assigns to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the first parties agree to pay to the said second party interest at the rate of ten per cent per annum computed annually on said principal note from the date of default to the time when said principal and interest shall be fully paid.

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Floyd M. Dodds
Wellsie M. Dodds.

State of Kansas
Osage County JSS

Be it remembered, That on this 6th day of July A.D. 1926 before me the undersigned a Notary public in and for county and state aforesaid, came Floyd M. Dodds and Wellsie M. Dodds his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

J.A. Cordts
Notary Public.

LS My commission expires Nov. 24th, 1929.

This Release was written on the original Mortgage and entered this day of March 1930 at Kansas City, Mo. J.A. Cordts Notary Public