

remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the parties of the first part become due and collectible at once by foreclosure or otherwise.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

In presence of

U.S. Rucker  
Rosa A. Rucker

State of Kansas |  
Douglas County | SS

On this 21st day of Feb A.D. 1928 before me personally appeared U.S. Rucker and Rosa A. Rucker his wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Geo. W. Kuhne  
Notary Public in and for said County.

LS  
My commission expires Jan 25, 1930.

From Farmers Elevator Co.  
To C.E. Cory

State of Kansas Douglas Co. ss  
Filed for record Feb. 21, 1928  
At 8:35 A.M.

Reg. No. 3210  
\$12.50

*Geo. E. Wellman*  
Register of Deeds

This Indenture, Made this 9th day of February in the year of our Lord one thousand nine hundred and twenty eight by and between The Farmers Elevator Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and having its principal place of business at Eudora of the County of Douglas and State of Kansas, party of the first part, and C.E. Cory as trustee for the legal holders of the First Mortgage real estate bonds and interest coupons hereinafter described party of the second part:

Witnesseth, That the said party of the first part for and in consideration of the sum of One and 00/100 Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain, sell, convey and confirm unto said party of the second part and to his successor forever, all of the following described tract piece, or parcel of land lying and situate in the city of Eudora, in the County of Douglas and State of Kansas, to-wit:

All of lots numbered seven (7) Eight (8) Nine (9) Ten (10) Eleven (11) Twelve (12) Thirteen (13) and Fourteen (14) in Block numbered One Hundred forty three (143) It is hereby provided that in the event of the death, disability, removal from Eudora, Kansas, or refusal to act of said C.E. Cory as trustee, whoever shall be then cashier of the Kaw Valley State Bank of Eudora, Kansas, shall become trustee as successor in trust.

Said C.E. Cory for himself and his successor or successors hereby accepts the trust hereof and agrees to pay all moneys received by him as payments on the principal bonds and interest coupons mentioned herein pro-rated equally to the bearers of said bonds and interest coupons upon presentation at said bank.

To Have and to Hold the same, With all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and all rights of homestead exemption unto the said party of the second part, and to his successors forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it will warrant and Defend the same in the quiet and peaceable possession of said party of the second part his successor 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 corporation is justly indebted unto the said party of the second part as said trustee in the principal sum of Five Thousand and 00/100 Dollars lawful money of the United States of America being for a loan thereof made by the said party of the second part as Trustee, to said corporation and payable according to the tenor and effect of Ten certain First Mortgage Real Estate Bonds and 10 interest coupons attached to said bonds, said bonds and coupons being numbered consecutively 1 to 10 inclusive in the principal sum of Five Hundred Dollars each (\$500.00) payable to bearer. Five years after date, at the Kaw Valley State Bank in Eudora, Kansas with interest thereon from date until maturity at the rate of Six per cent per annum payable semi-annually on the ---days of ---and--- in each year and ten per cent per annum after maturity, the installments of interest being further evidenced by Ten coupons attached to said principal notes, and of even date therewith, and payable to bearer at said bank.

Second, Said party of the first part hereby agrees 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 immediately possession of the premises and the rents

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