SAML GOODWORTH STATIONERY CO KANSAS CITY NO 52114

of the rents, issues and profits which may arise or be had therefrom.

To Have and to hold the same to the said party of the second part its successors and assigns forever. And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever.

Conditioned, however, That if William Frick one of said parties of the first part his heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successorsor assigns, at the office of said party of the second part in the City of Milwaukee, Wisconsin, the sum of Fifteen Hundred Dollars with interest according to the terms of a promissorynote bearing even date herewith executed by William Frick one of said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interestof the mortgagee, its successorsor assigns, in said premises, or upon the note or debt secured by this mortgage and procure and deliver to said party of the second part, its successors or assigns, at its or their home office before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than ----Dollars (provided however, that if the policies of such insurance contain any condition or provisions as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successorsor assigns, as its or their interest may appear, and forthwith upon issuance thereof deposite such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens; and upon demand by said party of the second part, its successors or assigns, shall pay all prior liens, if any which may be found to exist on said property, and all expenses and attorney's fees incurred by by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all,of which said parties of the first part hereby agree to do; then these presents to be void; otherwise to 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 ten 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 or either of the terms or conditions 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 hereinabove specified, shall, at the option of the party of the second part and without notice (notice of the exercise of such option being hereby expressly waived) become due and collectible at once by foreclosure or at any time thereafter and prior to the expiration of the time for redemption from any sale of said premises on foreclosure any court of competent jurisdiction, upon application of the party of the second part, its successors or assigns, or the purchaser at such sale, may at once and without notice to the parties of the first part, or any person claiming under them appoint a receiver for said premises to take possession thereof to collect the rents, issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of the same to make necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and to pay all taxes and assessments accruing between the commencement of the foreclosure and the expiration of the period for redemption and all taxes and assessments unpaid and tax and assessment sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense of the receivership

And it is agreed that the parties of the first part will repay the party of the second part all reasonable expenses paid in procuring abstracts of title whenever such abstracts shall become necessary to protect the interests or enforce the rights of said party of the second part, and the amounts so paid with interest thereon from the time of payment at the rate of ten per centum per annum, shall be deemed part of the indebtedness secured by this mortgage.

The said parties of the first part hereby expressly waive and release all rights and benefits they have in said premises as a homestead under any law or rule of equity relating to the alienation exemption or judicial sale of homesteads.

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

William Frick
Lucy J. Frick

In Presence of:
Virginia Lee Domaldson
Annie Kriney

State of Kansas |
Clay County |SS

Be it remembered that on this 26th day of July A.D. 1928 before the undersigned Annie Kriney a Notary Public in and for the county and state aforesaid duly commissioned and qualified, personally came William Frick and Lucy J. Frick his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors and such persons duly and severally acknowledged the execution of the same.

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

Annie Kriney
Notary Public

LS
Commission expires Oct. 28, 1928.

Filed for record the 29 day of July A.D. 1928 at 8 o'clock A.M. Fee $1.00 Chas. E. Bartlett Register of Deeds