

SAML DODD WORTH STATIONERY CO KANSAS CITY MO 64104

That in case said second party shall be made a party to any suit or proceedings at law or in equity affecting the title to, or possession of, the property hereinbefore described, the said second party shall be allowed and paid court costs, expenses and reasonable attorney's fees by it paid or expended in such suit or proceedings, and the same shall be a debt immediately due and payable, which debt is secured by this instrument the same as said note described herein; (9) That if of any drainage, irrigation, levee or reclamation district(s) then the whole indebtedness hereby secured shall, at the option of the second party, become due and payable at once, and the second party may exercise this option either immediately upon the rendering of any final decree in any court of competent jurisdiction by which said drainage, irrigation levee or reclamation district(s) is established, created, formed and/or extended, or at any time thereafter; and (10) That if default be made in the performance of any of the covenants or agreements required to be performed by first party under the terms of this mortgage, then the whole indebtedness hereby secured shall, with or without notice, at the option of second party become due and payable at once.

First party hereby assigns to second party all of first party's right, title and interest in and to any and all sums of money, damages, awards, judgments and allowances arising or growing out of acquiring or condemning any part of the land covered by this mortgage, or any easement or right-of-way over, across under or upon said land, with full power to the said second party to collect and allowances; and all such sums of money, damages, awards and allowances received and collected by second party by reason of this assignment shall be credited to the payment of principal of the debt secured hereby in the same manner and with the same effect as is provided herein for the credit of payments made in advance of the due date thereof, but nothing herein shall be construed as making it the duty of said second party to collect or attempt to collect any such sums of money, damages, awards and allowances.

And to further secure the payment of said note, the first party hereby assigns to second party, in whole or at the option of second party, in such amounts or such proportionate part or parts as the second party may from time to time designate, all the rents, royalties, payments and delay moneys that may from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases of any kind and all other leases of any kind now existing or that may hereafter come into existence covering the above described land, or any part thereof, with full power to the said second party to collect and receive such rents and royalties, and all royalties of the debt secured hereby in the same manner and with the same effect as is provided herein for the credit of payments made in advance of the due date thereof, and all other moneys received by second party by reason of this assignment shall be applied; first, to the payment of matured installments; second, the balance, if any, to the principal remaining unpaid provided that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease.

Second party before sale hereunder and the purchaser at sale hereunder, shall be subrogated for further security to the lien of any prior judgment lien, mechanic's lien, vendor's lien, or other prior lien or encumbrance, if any, on said premises paid out of the money secured by this mortgage, whether such prior lien or encumbrance has been released of record or not.

First party, as additional security for the above loan, hereby agrees that the Abstracts and all muniments of title to the above described real estate are to be deposited with and retain by the second party, during the duration of this loan, and further agrees with said second party, that in the event of foreclosure of this mortgage that said second party shall have and may pass to its successors in title, said abstracts and all muniments of title.

Non-compliance with any of the agreements made herein by first party shall, at the option of second party, cause the whole debt secured hereby to mature, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. In the event of foreclosure of this mortgage second party shall be allowed the cost of all continuations of abstracts of title to the land herein described and the cost of such continuations may be included in the cause of action and shall be secured by the lien of this mortgage and included in the decree entered in foreclosure.

The words "first party" and all pronouns referring thereto as used in this instrument shall mean the person or persons whether one or more, executing the same as Grantor or Grantors, and the several covenants, promises and agreements of the first party shall be joint and several undertakings of each and all of said persons. The words "second party" as used in this instrument shall include the successors and assigns of said second party.

This mortgage is subject to the provisions of the Federal Farm Loan Act, as amended.

IN WITNESS WHEREOF, each of the persons hereinabove recited as constituting together said first party, has hereunto set his or her hand the day and year first hereinbefore written.

Ross Stone  
Ethel Stone

STATE OF MISSOURI,  
COUNTY OF CAMDEN, SS.

BE IT REMEMBERED, That on this 19th day of October 1931 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ross Stone and Ethel Stone his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Camden, the day and year last above written.

Legal Seal

Marie Tomkins  
Notary Public in and for said County  
and State.

My commission expires Dec. 22, 1934

Recorded Oct. 30, A. D. 1931 at 9:35 A. M.

*Edw. S. Armstrong*

Register of Deeds

\*\*\*\*\*