

SARL BODENWORTH STATIONERY CO KANSAS CITY MO 64104

amount(s) paid therefor shall become immediately due and payable from part (y-ies) of the second part to party of the first part and shall bear interest from the date of payment by party of the first part at the rate of eight per cent per annum.

The balance of the purchase price for the sale of said property to be evidenced as follows, to-wit: First: By an amortization note secured by an amortization mortgage, constituting a first and prior lien on said real estate to be dated, executed and delivered by part (y-ies) of the second part (and their respective husbands or wives, if they or either of them be married) to party of the first part (and time of making the fifth cash payment of \$250.00, as hereinbefore provided; said note and mortgage to bear interest from the date thereof and to mature according to the prevailing plan of the amortization Act; application of said loan to be made through the proper local national farm loan association in the manner provided by the Federal Farm Loan Act. The principal of said amortization note and amortization mortgage to be for such sum as the Executive Committee of the party of the first part shall approve, not in excess of such amount as may be recommended by a land bank appraiser upon the basis of a current appraisal made shall recommend, not in any event to exceed the unpaid balance of the purchase price for the sale of said real estate amounting to \$3,000.00. At the time of the execution and delivery of said amortization note and amortization mortgage, part (y-ies) of the second part agree(s) to pay to party of the first part a sum sufficient to cover the subscription of capital stock of the local national farm loan association required to be made in connection with said loan, all association fees and loan expense.

Second: If the amortization loan referred to in paragraph "First" above the approved for a sum less than the amount necessary to complete the consideration for the sale of said real estate after the application of the cash payments hereinbefore referred to, then the balance of said purchase price to be evidenced by a promissory note secured by a real estate mortgage, constituting a valid and subsisting lien on said real estate, subject and inferior only to the lien of the amortization mortgage described in paragraph "First" above; said note and mortgage to be dated, executed and delivered by part (y-ies) of the second part (and their respective husbands or wives, if they or either of them be married) to party of the first part at the time provided for the execution and delivery of the note and mortgage described in paragraph "First" above; the principal of said note and mortgage to be for such sum as will complete the purchase price for the sale of said real estate after applying thereupon all of the cash payments of hereinbefore provided; said note and mortgage to bear interest from the date thereof at the rate of six per cent per annum, payable semi-annually, the principal thereof to be payable in equal annual installments after the date thereof of \$100.00 each, or such portion of such sum as may be necessary to complete the balance of the principal of said note.

Third: If the application for the amortization loan referred to in paragraph "First" above be rejected by the local national farm loan association, land bank appraiser and/or Executive Committee of the party of the first part, the balance of the purchase price for the sale of said property to be evidenced as follows, to-wit:

By a promissory note secured by a real estate mortgage, constituting a valid and subsisting first and prior lien on said real estate, then said note and mortgage to be dated, executed and delivered by part (y-ies) of the second part (and their respective husbands and wives, if they or either of them be married) to party of the first part at the time of making the fifth cash payment of \$250.00, as hereinbefore provided; the principal of said note and mortgage to be for the sum of \$3,000.00, and to bear interest from the date thereof at the rate hereinbefore provided for to be paid on the unpaid balance of the purchase price for the sale of said real estate up to the time of the execution of the notes and mortgages hereinbefore provided for. the principal thereof to be payable five years after date.

It is further agreed by and between the parties that part (y-ies) of the second part shall provide at (their-his) own expense policy (y-ies) of insurance of a form and in a company acceptable to party of the first part, protecting the improvements situated on the real estate hereinbefore described against loss by fire and tornado in such principal sum as the value of said improvements will warrant and as shall be acceptable to party of the first part; said policy (y-ies) to be delivered to party of the first part at the time that part (y-ies) of the second part take possession of said real estate under the terms of this agreement, and the obligation of part (y-ies) of the second part to furnish such insurance to continue until the purchase price for the sale of said real estate shall have been paid in full; said agreement to furnish insurance not in any way to modify the provisions of this agreement as to insurance in any notes and mortgages that may be delivered by part (y-ies) of the second part to party of the first part under the terms of this agreement.

It is further agreed by and between the parties that all notes and mortgages that may be provided for herein shall be on the regular forms then employed by party of the first part and shall contain such covenants as party of the first part may deem necessary to have incorporated therein, including covenants as to the appurtenances covered by the lien of any said mortgage, as to the payment of taxes and assessments, as to the furnishing of insurance, payment of attorney's fees where allowed by statute, assignment of oil and gas rentals, royalties, payments and delay moneys thereafter becoming due, covenants against waste, and for receivership where permissible by law.

It is further agreed by and between the parties hereto that party of the first part is to pay the taxes, assessments and all other charges assessed against the property herein agreed to be conveyed for the year 1931 and prior years and part (y-ies) of the second part assume(s) and agree(s) to pay promptly when due and before the same become delinquent the taxes, assessments and all other charges assessed against said property for the year 1932 and subsequent years.

Upon receipt of the cash payments, interest payments, notes and mortgages that may be provided for herein, and upon compliance by part (y-ies) of the second part with each and every covenant and condition herein imposed upon said second part (y-ies) by the terms of this agreement, party of the first part agrees to execute and deliver to part (y-ies) of the second part a good and sufficient special warranty deed for said real estate.

It is further agreed by and between the parties that part (y-ies) of the second part shall take possession of said real estate on the 1st day of March, 1932; and shall retain such possession so long as said second part (y-ies) faithfully continue(s) to comply with each and all of the covenants and conditions herein imposed upon said second part (y-ies).

It is further agreed by and between the parties hereto that in the event party of the first part in the exercise of its option as hereinafter provided declares this contract null and void, upon demand by party of the first part, part (y-ies) of the second part will yield immediate possession of said premises to party of the first part, its agent or attorney, and that said party of the first part may re-enter upon said premises at once, without any further notice to part (y-ies) of the second part of any kind or character.

It is further agreed by and between the parties that the covenants and conditions imposed upon the part (y-ies) of the second part by the terms of this agreement shall be performed promptly on or before the times herein specified; that time is the essence of this agreement; that if any of the payments provided for herein be not paid when due, or in the event of a breach of any of the other covenants and conditions of said contract by part (y-ies) of the second part, party of the first part may at its option declare such contract null and void, in which event the cash payments, interest payments and other sums paid by part (y-ies) of the second part, or other persons, to party of the first part, as provided in said agreement, shall be held and retained by party of the first part, and said sums, together with whatever payments of taxes or other assessments that may have been made by part (y-ies) of the second part, shall be considered as liquidated damages for the breach of said agreement by