

SAML BOORWORTH STATIONERY CO KANSAS CITY MO 64104

purchaser at foreclosure sale the unexpired term of all such policies; 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 the 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 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, in which event this mortgage will be satisfied of record, the expense of which satisfaction the parties of the first part agree to pay, 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 such insurance liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate of ten (10) per cent per annum shall be deemed a part of the indebtedness secured by this mortgage, and may pay said taxes and assessments (irregularity in the levy or assessment thereof being expressly waived), and all such taxes and assessments with interest thereon from time of payment at the rate so made and provided for by the statutes of the State of Kansas, shall be deemed a part of the indebtedness secured by this mortgage, and all such payments of insurance premiums, liens, taxes, special assessments, expenses or attorney's fees shall be due from and payable by the parties of the first part to the party of the second part, its successors or assigns, immediately upon being paid by the party of the second part, its successors or assigns; but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

And it is agreed that in case default shall be made in the payment of any installment of said note or of the interest thereon when due, or in the payments of any insurance premiums, taxes or special assessments, 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 specified, shall at the option of the party of the second part, its successors or assigns, become due and payable at once without notice to the parties of the first part, and be collectible at once by foreclosure or otherwise.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors or 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 or assigns, shall be chargeable with no 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 parties of the first part or their assigns until notified by legal holder thereof 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, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands and seal the day and year first above written.

In presence of  
C. C. Ansel

Florence M. Davis  
Halleck C. Davis

STATE OF KANSAS, )  
Shawnee County. ) ss.

BE IT REMEMBERED, That on this 12 day of April A. D. 1933, before me, the undersigned, a Notary Public, in and for said county and state, came Florence M. Davis and Halleck C. Davis, her husband who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

Legal Seal

My commission expires on the 9th day of January, 1935

C. C. Ansel  
Notary Public.

Recorded April 14", A. D. 1933 at 10:15 A. M.

*Edw. J. Dunning* - Register of Deeds

#### TRUST DEED

#### New Acknowledgment

THIS DEED, Made and entered into this 18th day of April Nineteen hundred and Thirty Three, by and between Walter E. Wilson and Thelma L. Wilson, husband and wife, of the County of Jackson, State of Missouri, parties of the First Part R. B. Kirkpatrick of the County of Ray, State of Missouri, party of the Second Part, and THE HOME BUILDING AND LOAN ASSOCIATION OF HARDIN, HARDIN, MO. of the County of Ray, State of Missouri, party of the Third Part:

WITNESSETH, That the said parties of the First Part, in consideration of the debt and trust hereinafter mentioned and created, and the sum of ONE DOLLAR to them paid by the said party of Second Part, the receipt of which is hereby acknowledged, do by these presents, GRANT, BARGAIN and SELL, CONFIRM and CONFIRM, unto the said party of the Second Part, the following described Real Estate, situated, lying, and being in the County of Douglas, State of Kansas, to-wit: