

AND WHEREAS, The said first party hereby agrees with the said third party and the third party's endorsees or assignees of said evidence of indebtedness and with each of them, to pay on demand all taxes and assessments, general and special now existing against said land and improvements, and to pay, when due, or within the time required by law, all taxes and assessments, general or special, hereinafter levied or charged thereon or therefor; and also to keep the improvements upon said land constantly and satisfactorily insured against fire, lightning, windstorms and cyclones for a sum not less than the amount of the indebtedness hereby secured, provided the insurable value of said improvements shall be so much, otherwise for a sum not less than the insurable value of said improvements, until the whole of said indebtedness be paid, the policy or policies of such insurance to be constantly endorsed or assigned so as to protect the owners and holders of said evidence of indebtedness and make loss, if any, payable to the second party as trustee herein or to the third party or to the third party's endorsees or assignees, as their interests may appear and in the manner prescribed by the third party or to the third party's endorsees or assignees for the purpose of further securing the payment of said indebtedness with power to demand, receive and collect any and all moneys becoming payable thereunder, and to apply the same toward the payment of said indebtedness and other sums hereby secured, unless otherwise paid, and also keep said lands and improvements thereon free from all statutory lien claims of every kind; and if any or either of said agreements be not performed as aforesaid, then the said third party or third party's said endorsees or assigns, or any of them, may pay such taxes and assessments or any part thereof, and may effect such insurance for said purpose, paying the cost thereof, and may also pay the final judgment for any statutory lien, or for any other lien prior or superior to this deed of trust, including all costs; and for the repayment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of eight per cent. per annum, these presents shall be a security in like manner and with like effect as for the payment of said indebtedness.

Mortgagors shall take good care of said property and shall not remove, sell or dispose of any fixtures attached to, or hereafter attached to, and contained therein, nor allow it to be done, without the consent of mortgagee.

Now, if the said indebtedness and the interest thereon be paid when due, and said agreements be faithfully performed as aforesaid, then these presents shall be void, and the property hereinbefore conveyed shall be released at the cost of the said first party; but if default be made in payment of said indebtedness or any part thereof, or of any of the interest thereon, when due, or in the faithful performance of any or either of said agreements as aforesaid, then the whole of said indebtedness shall become due and payable, and this deed shall remain in force; and the said party of the second part, or in event of his death, disability, refusal to act, or absence, the (them) acting Sheriff of Douglas County, ~~MISSOURI~~ <sup>KANSAS</sup>, and his successors in office (who shall during their respective terms of office become his successor to the title of said property, and the same become vested in them in trust for the purpose and object of these presents, and with all the duties, powers and obligations thereof) shall at the request of the legal holder or holders of said evidence of indebtedness proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder at the East front door of the Douglas County Circuit Courthouse in the City of Lawrence in the County of Douglas, ~~MISSOURI~~ <sup>KANSAS</sup> for cash, first giving public notice of the time, terms and place of sale, and of the

property to be sold, by advertisement published ~~daily~~ <sup>weekly</sup> at least 4 times in the manner required by law in some daily newspaper printed and published in the City of Lawrence, Douglas County, ~~MISSOURI~~ <sup>KANSAS</sup> and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof; and any statement or recital of fact in such deed in relation to the non-payment of the money hereby secured to be paid, the existence of the indebtedness so secured, the request for sale, notice by advertisement, sale, receipt of money and the happening of any of the aforesaid events whereby the Sheriff may become the successor as herein provided, shall be prima facie evidence of the truth of such statement or recital, and the said Trustee shall receive the proceeds of such sale out of which he shall pay, first, the cost and expenses of executing this trust including reasonable attorney's fees and compensation to the Trustee for his services; and next, to the said third party, or the third party's endorsees or assigns, upon the usual vouchers therefor, all moneys paid for insurance and taxes and judgments upon statutory lien claims, and interest thereon as hereinbefore provided; and next, shall apply the remaining over to the payment of said indebtedness and interest, or so much thereof as remains unpaid; and the balance of such proceeds, if any, shall be paid to the said first party, or the first party's legal representatives.

The said second party hereby covenants faithfully to perform and fulfill the Trust herein created, not being liable or responsible for any mischance occasioned by others.

IN WITNESS WHEREOF, These presents have, on the day and year first above written, been signed and sealed on behalf of and by the first party hereto.

1 *Fannie C. Flory* (SEAL)

1 *Fannie C. Flory* (SEAL)

1 *Oscar L. Flory* (SEAL)

1 *Marjorie M. Flory* (SEAL)

(SEAL)