

- Second: That said cattle, when marketed, shall be consigned to the order of the second party or assigns.
- Third: That said first parties shall not make, cause or permit to be made, a second mortgage or lien upon said described property without the written consent of the second party or assigns.
- Fourth: That the first parties shall not sell or attempt to sell, or remove, or attempt to remove, from its present location in the county of said, any part of said property without the written consent of said second party or assigns.
- Fifth: That said property shall be kept in good condition and the property cared for by said first party at their own cost and expense, and if said first parties fail or neglect to so keep and care for said property, then said second party, its successors or assigns may cause the same to be done, and for all expenses so incurred and sums expended, this obligation shall be a continuing security.
- Sixth: That if all the conditions herein expressed shall be complied with, this mortgage shall be void, but if the first party shall fail to pay any part of the indebtedness hereby secured when due, or shall fail to comply with the conditions and agreements herein expressed, or any of them, or if from any cause the holders thereof shall deem themselves insecure, then all of the indebtedness hereby secured shall, at the option of the holder thereof, become due, and it shall be lawful for the second party, or its successors or assigns of the second party or the agents of the same, to enter upon any place where said property may be, and to take possession thereof, and to sell the same at public auction or by private sale, with or without notice. That said sale may be made at any convenient place, or after transportation to the Kansas City Stock Yards, Kansas City, Kansas, or Kansas City, Missouri, and out of the proceeds of the same retain the amount of the care and expenses together with the amount of the money which may at the time be due from the first parties, the same to be applied to said indebtedness in the above numbered order, the surplus to be paid to the first parties.
- Seventh: At any such sale, the parties of the first part, or any other person interested in said indebtedness, or any part thereof, may become the purchaser of said property, or any part thereof. Such sale shall forever cut off and bar any and all right of equity of redemption in or to said property and every part thereof.
- Eighth: If from any cause said property fails to satisfy said debt and interest aforesaid, and such further sums as may be loaned and expended in accordance with the conditions herein, said parties of the first part agree to pay the deficiency.
- Ninth: For the purpose of obtaining the money at the time loaned by said second parties and the benefit of future transactions the first parties state that the first parties are the absolute owners of all of the above described property, that the same is free from any incumbrances, and that all of the same is now in possession of said first parties at the location as stated above.
- Tenth: That the second parties shall not be held to be the agent for the assignee, or holder for any purposes whatsoever, anything herein to the contrary notwithstanding.
- Eleventh: That in the event said first party owns a larger number of cattle of like kind and description as those herein described, then said second party or its assigns shall have the right at any time, to select from such entire number cattle of like kind, equal to the number, as stated in this mortgage.
- Provided Always, that this mortgage is intended as such for the security of the second party as long as it may be in any manner interested in the payment of the indebtedness hereby secured whether as payee, endorser, guarantor or otherwise, as well as for the security of any assignee, or endorser or holder of said note, and in the absence of any express agreement between said second party and any assignee or transferee of said indebtedness or note, such transfer or assignment shall not carry with it the sole right to enforce this mortgage, but said ^{second} party may, in the absence of such action on the part of the assignee,