

acres, more or less.

of the Indian Meridian, containing 126.79 acres, more or less, according to government survey, together with the rents, issues and profits thereof, and warrant, and will defend the title to the same. This mortgage being subject, however, to a prior bond and mortgage of the same date, between the first party hereto and Commerce Trust Company, for a principal sum of Thirty five hundred and no/100 Dollars,

The said sum of \$700.00 hereby secured is evidenced by one certain promissory note of even date herewith numbered - - for \$700.00 payable according to terms of said note, executed by the party of the first part, and payable to said party of the second part, or bearer at its office in Kansas City, Missouri, with interest from maturity at the rate of 8 per centum per annum, payable annually, and provide that if default be made in payment of any one of said notes, then all of them shall become due and payable at once, without notice, and shall bear interest at the rate of 8 per cent per annum from date thereof until paid. If placed in the hands of an attorney for collection, 10 per cent additional on the amount due may be added for collection fees.

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, or any part hereof, or when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage or of said notes above described, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand to said party of the first part; and the part of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage, and if said prior mortgage be assigned in trust or otherwise, to another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party, and any and all other sums paid or due as authorized herein or in said note (s) hereby secured shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby, shall draw interest at the rate of eight per centum per annum, payable annually, from date said sums are expended, except the note (s) which shall severally draw interest as provided in said note (s).

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

It is hereby understood and agreed that in consideration of the covenants, agreements and privileges contained in the prior bond and mortgage, referred to above, and the rate of interest provided for therein, and the time and money, expended in making the loan evidenced by said prior bond and mortgage, that neither the payment of said prior bond or any part thereof before maturity, nor the exercising of any privilege or option written in said prior bond or mortgage, shall in any way lessen or affect the liability of the party of the first part on the note, or indebtedness, secured by this mortgage.