

Range thirteen/^{Rg.}(13) of Indian Base and Meridian (Less St. Louis and San Francisco Railroad right of way) containing seventy three and eighty four hundredths (73.84) acres, according to the United States Government Survey thereof,

and warrant the title to the same subject to a mortgage of even date herewith given by the parties of the first part to secure to The Walton Trust Company, the payment of one note for the sum of Thirty Five Hundred dollars, which is a prior lien thereto.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever, the intention being to convey hereby an absolute title in fee simple including all rights or homestead, provided, always, and these presents are upon this express condition, that/whereas said parties of the first part have this day executed and delivered one promissory note of even date herewith, by which they promise to pay to The Walton Trust Company, or order, for value received, four hundred and ninety dollars, due and payable at the office of The Walton Trust Company, in Kansas City, Missouri, in two annual installments of \$245.00 each, the first payment falling due on the 20th day of November, 1923, and a payment of like amount on the 20th day of November, 1924, and - - - in each year thereafter until the whole of said note is paid. Each installment shall bear interest at the rate of ten per cent per annum, from maturity until paid.

The said first parties shall not commit or suffer waste; shall pay all taxes and assessments, upon said described real property, and any taxes or assessments made upon said loan or the legal holder of said note and mortgage on account of said loan, to whomsoever assessed, including personal taxes, before delinquent shall keep said premises free from all judgements, mechanics liens and all other statutory liens of whatever nature, shall pay for expense of extension of abstract and all expenses and attorney's fees incurred by the second party or its assigns by reason of litigation with third parties to protect the lien of this mortgage, and shall pay promptly when due the interest on or principal of any prior mortgages on said premises; shall keep the buildings thereon insured to the satisfaction of said second party for the insurable value thereof, delivering all policies and renewal receipts to said second party, its successors and assigns; and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the ^{hereby} debt/secured or any part thereof, or to foreclose this mortgage, and if suit is commenced to foreclose this mortgage the second part, its successors and assigns, shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagors for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid.

In event of failure of/^{said}first party to keep said premises free from judgements, mechanics liens or other statutory liens or pay the interest on or principal of any prior mortgage on said premises when due, or insurance premiums, taxes or assessments upon said property, said second party may pay the same, together with the penalties and interest thereon, and all sums so paid and the expense of continuation of abstract and all expenses and attorney's fees incurred by second party, or its assigns, by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said party