

Township Eighteen (18) North, Range Twelve (12) East

of the Indian Meridian, containing 80 acres, more or less, according to Government survey,

TO HAVE AND TO HOLD THE SAME: With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof they are of the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns, forever, against the lawful claims and demands of all persons whosoever.

PROVIDED ALWAYS: And this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST: Said Maggie Frailey and C. Frank Frailey being justly indebted to said party of the second part in the principal sum of FOURTEEN HUNDRED AND NO/100 Dollars (\$1400.00) for money borrowed have executed and delivered to said party of the second part one certain principal promissory note numbered being, bearing even date herewith, being for the sum of FOURTEEN HUNDRED AND NO/100 Dollars, (\$1400.00), with interest thereon from date until maturity at the rate of six per cent per annum, payable----- annually on the First day of September in each year, according to interest coupons attached to said note, both principal and interest payable to the order of the said party of the second part at its office in Kansas City, Missouri, in lawful money of the United States of America, Said note further provide that if default be made in the payment of any part of said money, either principal or interest when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders, become due and payable, and both principal and interest are to bear interest at the rate of eight per cent per annum after maturity.

SECOND: Said party of the first part agrees to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$----- against loss by fire and not less than \$----- against loss by windstorm or tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of said party of the second part, or its assigns, as additional security to this loan, and if the taxes or insurance premiums are not paid when due by the party of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of eight per cent per annum, and the party of the first part assumes all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said party of the first part agrees to keep all buildings, fences and improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH: That as additional and collateral security for the payment of the debt hereinbefore described, the party of the first part hereby assigns to the second party, its successors and assigns, all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural or other leases on said real estate, and directs any lessee, on demand, to pay the said second party, its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate, and it is agreed and understood, that if the said real estate is occupied by the owner, the rentals herein assigned, shall be the customary crop rent, provided that so long as no default be made in the payment of the principal debt hereby secured,

COMPARED BY
R. S. and J. M.