

George Thompson and Frances B. Thompson his wife of Douglas County, State of Kansas, first party, for the consideration of \$1000⁰⁰ do hereby sell and convey, to the New England Loan and Trust Company, a corporation organized and existing under the laws of the State of Iowa, second party, its successors or assigns, an indefeasible estate in fee simple absolute in and to the following described real estate in Douglas County, State of Kansas, together with all of the rents, issues and profits which may arise or be had therefrom, to-wit: The South East quarter of Section Twenty four (24) Township Fourteen (14) South Range Seventeen (17) East of the sixth principal meridian, containing 160 acres more or less as shown by the United States government survey, And we warrant the title against the lawful claims of all persons whatsoever.

This conveyance is junior and subsequent to a mortgage upon the same real estate for \$1000.

It is agreed that if a promissory note for \$1000⁰⁰ payable in ten installments, at the office of said Company, in the City of New York, New York made and delivered this day by the first party to the second party, and secured hereby, be paid according to the terms thereof, and the several coupons named in said prior mortgage be paid as herein provided, and the several agreements made by said first party, in said prior mortgage be faithfully performed, then this conveyance shall be void and be released at the expense of the first party or assigns.

If, however, any installment of the said promissory note or any of said coupons become delinquent, or the second party pay out any sum or sums under the terms of said prior mortgage, for insurance, taxes, assessments, or to procure release of statutory-lien claims, or the said prior mortgage is paid off in full, then, at the election of said second party, the whole of the balance of said installment note shall become due and shall bear interest at the rate of ten per centum per annum from the date thereof, and to any judgment rendered upon said note there may be added the amount of the said coupons then delinquent, and all the sums so paid for insurance taxes, assessments, and to release statutory-lien claims, with interest upon all said sums at the rate of ten per centum per annum, and the proceeds of foreclosure and sale under this mortgage shall be applied in the payment of the entire amount so found to be due; the said installment note secured by this mortgage is given in consideration of services rendered and expenses of second party in and about the making and sale of, and for commissions upon the loan of money to the first party, secured by the prior mortgage mentioned above.

It is further stipulated and agreed by the first party that upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take pos-

Released See Book 37 Page 324