

SECOND MORTGAGE.

William McCleary, single and unmarried, of Leavenworth County, State of Kansas, first party, for the consideration of \$187.50 do hereby sell and convey to The New England Securities Company, a corporation, 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 half of the Northwest quarter and the North half of the Southwest quarter, all in Section four (4), Township fourteen (14) South, Range twenty (20) East, of the sixth principal meridian, containing 160 acres more or less, as shown by the United States government survey. And he will warrant the title against the lawful claims of all persons whomsoever.

This conveyance is junior and subsequent to a mortgage upon the same real estate for \$7500.00 of even date herewith; in which each party is the same as herein.

It is agreed that if a promissory note for \$187.50 payable in Ten semi-annual installments (the last installment falling due March 1st, 1922) at the office of said Company, in the city of Kansas City, Missouri, 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 coupon 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 possession and control of the premises described herein and to collect the rents and profits thereof, under the direction of the court, without the proof required by statute, the amount so collected by such receiver to be applied, under the direction of the court to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

In case this mortgage is foreclosed, the sale thereunder may be made with or without appraisement, at the option of said second party, its successors or assigns.

Dated this 14th day of February, 1917.

Signed in presence of
Charles W. Hemphill

William McCleary

STATE OF KANSAS:

SS

DOUGLAS COUNTY:

Be It remembered, that on this 28th day of February, 1917, before me, a Notary Public in and for said County and State, came William McCleary, who is personally known to me to be the same person who executed the foregoing instrument, of writing, and such person duly acknowledged the execution of the same. And the said William McCleary further declares himself to be single and unmarried.

Witness my hand and official seal the day and year last above written.

Samuel Kalsall.

Notary Public.

My commission expires Dec. 24, 1917.

Recorded on Feb. 28th, A. D. 1917,
at 2:55 o'clock, P. M.

Edith Northrup
Register of Deeds,

Lois Marie Walton
Deputy.

The following is entered on the original instrument
she has received full payment of all the indebtedness
secured by the within mortgage, and the same is hereby
released.
Dated this 14th day of March, 1922.
By Ben R. Hall, S.P.
(Lois Marie Walton)

Recorded Oct. 28th 1922 -

Edith Northrup, Register

Register of Deeds

1917

Recorded Oct. 25th 1922 -

The following is entered on the original instrument
we have received full payment of all the indebtedness secured
by the within mortgage, and the same is hereby released.
Dated at Woodstock, N.Y. this 14th day of March 1922.