

reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, of the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and any amount so collected by such Receiver shall be applied under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

Dated this first day of December 1919.

Witnesses:

H. G. Allen,

William R. Morgan,  
Pearl V. Morgan,

State of Kansas, )  
County of Saline, ) ss.

Before me, H. G. Allen, a Notary Public in and for said county and state, on this 26<sup>th</sup> day of December, 1919, appeared William R. Morgan and Pearl V. Morgan, his wife, to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same.

My commission expires January 6, 1922.

Witness my hand and notarial seal the day and year above set forth.

H. G. Allen,  
Notary Public in and for Saline  
County, Kansas.

(L.S.)

Recorded Jan 7, 1920.

At 4:15 o'clock P.M.

*Estelle Neuhart*  
Register of deeds,  
*Ferns Floral*  
Deputy.

#### MORTGAGE.

Know all men by these presents:

That William R. Morgan and Pearl V. Morgan, his wife, of Saline County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to Maxwell Investment Company, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas to wit:

The east half of the Northwest Quarter of Section Fourteen (14) Township Thirteen (13) Range Nineteen (19) containing 60 acres, more or less, together with all the improvements thereon and the appurtenances thereunto belonging, subject only to a mortgage of even date herewith for Fifty Five Hundred Dollars and interest thereon, between the same parties, conveying the same real estate herein described.

This mortgage is given as security for the performance of the covenants herein; and to secure the payment to Maxwell Investment Company, its successors and assigns, of the aggregate sum of Thirteen Hundred Eighty Five Dollars, according to the terms of eight promissory notes of even date herewith as follows;

No. 1, \$1000.00 due March 1, 1920,	No. 6, \$55.00 due January 1, 1925.
No. 2, \$ 55.00 due January 1, 1921,	No. 7, \$55.00 due January 1, 1926,
No. 3, \$ 55.00 due January 1, 1922,	No. 8, \$55.00 due January 1, 1927,
No. 4, \$ 55.00 due January 1, 1923,	No. 9, \$     due     1, 19
No. 5, \$ 55.00 due January 1, 1924,	No. 10, \$     due     1, 19

With interest at 10 per cent per annum from maturity until paid, said notes and interest being payable at the Guaranty Trust Company of Kansas City, Kansas City, Missouri.

If and when all of said notes are paid according to the tenor thereof this mortgage shall be released at the cost of the first party, which cost they agree to pay. But if default is made in the payment of any of said notes, then this mortgage shall become absolute, and all of said notes then unpaid shall at once become due and payable without notice, and the owner of the indebtedness hereby secured may immediately cause this mortgage to be foreclosed in the manner provided by law.

The property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or of payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Dated this First day of December, 1919.

Witnesses;

H. G. Allen.

William R. Morgan,  
Pearl V. Morgan,

The Assignment See Book 65 Page 176  
 For Assignment See Book 67 Page 564  
 Recorded March 24th 1924  
 J. A. Bell  
 Register of Deeds  
 1927  
 17-185-00  
 President of William R. Morgan and Pearl V. Morgan  
 the sum of Thirteen Hundred Eighty Five Dollars, in full  
 satisfaction of the within mortgage of Maxwell Investment Company  
 By M. C. West  
 Vice President