228 any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or 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 b this mortgage shall become absolute and the owner of said indebtedness may immeddations, Im istely cause the mortgage to be foreclosed in the manner prescribed by law, and 2 shall be entitled to have a Feceiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under đ direction of the court, and any acounts 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 November 1921. Hugh J. Warnock Witnoog. Josephine Warnock State of Kansas SS. County of Douglas Pefore me, the undersigned, a Notary Public, in and for said County and State, on this 25 day of November 1921, appeared Hugh J. Warnock and Josephine Warnock, 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. 30 My cormission expires May 15/ 1923. Witness my hand and notarial seal the day and year above set forth. W.M. Clark Notary Public in and for Douglas County Kansas (1.5.) 1. 78 Thrus Recorded Dec. 3rd. 1921. . at 10:/0 oclock A.M. he 1 of 34 5 SECOND MORTGAGE. ACTION NOW ALL PEN BY THESE PRESENTS: Received o the sum of stistaction 350 That Rugh J. Warnock and Josephine Warnock, his wife, of Douglas County, Satate of Eansas, parties of the first part, hereinafter called the first party have mortgaged and hereby mortgage, convey and warrant to MAXWELL INVESTMENT COMPANY, of ansas Ciby, 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 Fansas, to-wit: The Northwest quarter of Section Eight (8) Township Fifteen (15) South, Range Twenty-one (21) East, Containing 160 acres, more or less, together with all the improvements thereon and the appurtenances thereupon belonging, subject only to a mortgage of even date herewith for Five Thousand 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 Three Hundred Fifty & no/100 Dollars, according to the terms of three promissory notes of even date herewith as follows: Io.1,8 117.00 Due January1,1923. 10.2,0117.00 Due January1, 1924. 10.3,8116.00 Due January1, 1925. 10.4 C Due......1, 19... Io.5, Due......1, 19.... with interest at 10 per cent per annum from maturity until paid, said notes and interest being payable at the CUARANTY TAUST COMPANY OF KANSAS CITY, Kansis City, fissouri. if and when all of suid notes are paid according to the tenor thereof this cortgage shall be released at the cost of the first party, which cost they agree o pay. Tut if default is make in the payment of any of said notes then this mortgage shall become absolute, and all of shid 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 y law. The property herein described being located in the State of Mansas, this mortage and the rights and indebtedness hereby secured shall, without regard to the lace of contract or of payment, be construed and enforced according to the laws f the State of Kansas, with reference to the laws of which state the parties to thic greement are now contracting. Based this First day of November, 1921. Buch J. Barnock Josephine Warnock State of Kansas ounty of Louglas SS. Before me. the undersigned, a Notary Public, in and for said County and State, on this 25 day of November, 1921, personally appeared Hugh J. Warnock and osephine Warnock, his wife, to me known to be the identical persons who executed he foregoing instrument , and such persons duly acknowledged execution of the ame.

y commission expires May15/1923.