

to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part or either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under 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 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 Second day of January 1922.

Witnesses:

William H. Bailey,
C. C. Balch Sr.,

State of Kansas,)
County of Franklin,) SS:

Before me, S. D. Moherman, a Notary Public, in and for said County and State, on this 2 day of February 1922, appeared William H. Bailey and C. C. Balch, Sr., both single and unmarried, 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 March 11, 1924.

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

S. D. Moherman,
Notary Public in and for Franklin
County, Kansas.

(L.S.):

Recorded Feb. 7th, 1922,
At 10:15 o'clock A.M.

Estlin Northrup
Register of Deeds,
John Buckner
Deputy.

MORTGAGE.

Know all men by these presents:

That William H. Bailey and C. C. Balch, Sr., (both single and unmarried), of Douglas 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 West one-half (W $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$), Section Number Sixteen (16), Township Number Fifteen (15), South, Range Number Twenty-one (21), East, containing eighty 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 Four 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 Two Hundred Dollars, according to the terms of two promissory notes of even date herewith as follows:

No. 1, \$100.00 due February 1, 1923,	No. 6, \$...due1, 19..
No. 2, \$100.00 due February 1, 1924,	No. 7, \$...due1, 19..
No. 3, \$..... due.....1, 19..	No. 8, \$...due1, 19..
No. 4, \$..... due1, 19..	No. 9, \$...due1, 19..
No. 5, \$..... due1, 19..	No. 10, \$...due1, 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 second day of January 1922.

William H. Bailey,
C. C. Balch, Sr.,

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

Before me S. D. Moherman a Notary Public, in and for said County and State, on this 2 day of February 1922, personally appeared William H. Bailey and C. C. Balch, Sr., both single and unmarried, 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 March 11, 1924.

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

S. D. Moherman,
Notary Public in and for Franklin
County, Kansas.

(L.S.):

Recorded Feb 7th, 1922,
At 10:20 o'clock A.M.

Estlin Northrup
Register of Deeds,

John Buckner
Deputy.

In Release see Book 17, Page 483