

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 March 1922.

Witnesses:

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

E. S. Forsythe,
Carrie Forsythe,

Before me, C. E. Cory a Notary Public, in and for said County and State, on this 10th day of March 1922, appeared E. S. Forsythe and Carrie Forsythe, 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 Dec. 16, 1922.

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

C. E. Cory,
Notary Public in and for Douglas County
Kansas.

Recorded March 11, 1922,
At 2:20 o'clock P.M.

(L.S.)

Estim. Norchuck
Register of Deeds,
John Duckrow
Deputy.

MORTGAGE.

This Indenture Made this 1st day of March in the year of our Lord One thousand Nine Hundred and twenty two by and between Agnes H. Crumley, single of Shawnee County, State of Kansas, first party, and The New England Securities Company, a corporation organized and existing under the laws of the State of Kansas, second party,

Witnesseth; the said first party, in consideration of Five thousand and no/100 Dollars the receipt of which by said first party is hereby acknowledged, does by these presents Grant, Bargain, Sell, and Convey unto the said The New England Securities Company, its successors and assigns, forever, the following described real estate, situated in Douglas County, State of Kansas, to wit:

All that part of the South half of the southeast quarter of Section sixteen (16) lying South of Wakarusa Creek, Also all that part of the North half of the Northeast quarter of Section twenty-one (21) and the Northwest quarter of the Northwest quarter of Section twenty-two (22) lying W. of Cole Creek; all in Township thirteen (13) South, Range twenty (20) East, of the sixth principal meridian, containing 104 acres, more or less as shown by the United States Government survey.

To have and hold the same, with all the hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

And the said first party hereby covenants and agrees to and with the second party, its successors and assigns, that at the delivery of these presents she is lawfully seized in her own right of an indefeasible estate in fee simple absolute in the above described premises, and all the appurtenances thereto; that the same are free and clear of and from all former and other grants, estates and encumbrances of every kind and nature; and that she will forever Warrant and Defend the title to said premises and the possession thereof unto said second party, its successors and assigns, against the lawful claims of all persons whomsoever.

These presents, However are made upon the following express conditions; whereas, said Agnes H. Crumley has this day made and delivered to the said The New England Securities Company her certain Bond of promissory Note for the sum of Five thousand and no/100 Dollars payable on the first day of March A.D. 1927 and bearing interest at the rate of seven per centum per annum, payable semi-annually and evidenced by ten Coupons attached thereto. The said Bond and Coupons payable at the office of the said second party in Kansas City, Missouri, and each bearing interest after maturity at the rate of ten per centum per annum.

The said first party, however, reserving herein the right to pay one hundred, or multiple over that amount upon said bond or note, or the full amount thereof, on the day any of said coupons mature on or after March 1st, 1924 provided thirty days' notice in writing is given to said second party that such payment will be made; and provided further, that in case such partial payments are so made no sum less than two hundred dollars of said bond shall at any time remain unpaid--the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

And whereas, it is herein agreed particularly as follows;

The said first party shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free upon said premises, general or special, now existing or that may hereafter be levied, or chargeable against said indebtedness, or against this instrument by or within the state of Kansas and shall keep the buildings on said premises insured in a company, or companies, acceptable to said second party in the sum of at least Eight hundred and no/100 Dollars, and shall deliver to said second party the policy or policies therefor, and all renewals thereof and all concurrent policies now in force, or hereafter issued thereon, and shall when requested, surrender to said second party any policy or policies covering any of the buildings upon said premises. In case the title to said premises is transferred making an assignment of such policies of insurance to the purchaser necessary, the said second party is hereby authorized to make such assignment thereof, as the agent or attorney of the party of the first part, her heirs or assigns.

In case of failure of said first party to perform any of these agreements, the said second party or its endorsees or assigns may pay off and procure releases of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first party all amounts so paid, and

The foregoing is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds, Shawnee County, Kansas, on March 11, 1922, at 2:20 o'clock P.M.
By J. H. Duckrow, Deputy Register of Deeds.
Recorded March 11, 1922.
John S. Duckrow, Deputy Register of Deeds.