

Second Real Estate Mortgage.

Know all men by these presents, That Martin Rohe, Jr. and Lula F. Rohe, husband and wife, of the County of Douglas State of Kansas parties of the first part, in consideration of the sum of One Hundred Fifty -----Dollars in hand paid by the Fidelity Savings Trust Co. of the County of Jackson State of Missouri party of the second part, do hereby sell and convey unto the said Fidelity Savings Trust Company the following described real estate situated in the County of Douglas State of Kansas to-wit:

The North half of the Southeast quarter ($\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-one (31), in Township Fourteen (14) South of Range Twenty-one (21) East,

of the Sixth Principal Meridian, containing in all 80 acres, more or less, according to Government Survey.

The intention being to convey hereby absolute title in fee simple, including all rights of dower, courtesy and homestead, to have and to hold the premises above described, with all appurtenances thereto belonging, unto the said Fidelity Savings Trust Co., its successors and assigns forever; and that they will forever warrant and defend the title to said premises and the possession thereof unto the said second party, its successors, and assigns, against the lawful claims of all persons whomsoever.

These Presents are made to secure the payment of two certain negotiable Promissory Notes of eve date herewith,

One for the sum of -----Seventy-five-----Dollars due --- June 1st, 1923.

One for the sum of -----Seventy-five-----Dollars due --- June 1st, 1924.

made, executed and delivered by said Martin Rohe, Jr., and Lula F. Rohe to the said Fidelity Savings Trust Company payable at the office of the Fidelity Savings Trust Company, Kansas City Missouri, and bearing interest after maturity at the rate of ten per cent per annum.

And Whereas it is herein particularly agreed as follows:

That the parties of the first part, their heirs or assigns, will pay said Notes when the same shall become due and payable according to the terms thereof; and will pay all prior encumbrances and interest on the same on the dates of the maturity thereof; and will keep and perform, as provided therein, any agreements or covenants contained in any prior mortgage. The said first parties shall keep said premises free from all mechanics' lien and statutory lien claims of every kind and shall pay before the same become delinquent all taxes and assessments upon said premises.

In case of failure of said parties to perform any of these agreements, the said second party, or his heirs or assigns, may pay off and procure releases of any such mechanics' lien or statutory lien claims, may pay any such taxes or assessments, and may pay any interest due on any prior encumbrance and may recover of said first parties all amounts so paid and interest thereon at the rate of ten per cent per annum from the date of such payments, and this mortgage shall stand as security for all such sums.

Now Therefore, if said Notes shall be punctually paid as they mature and if all prior encumbrances and interest on the same are paid on the dates of maturity thereof and if all agreements and covenants contained in this and any prior mortgage are fully kept and performed, then these presents shall be void and the property hereinbefore conveyed shall be released at the expense of the parties of the first part or their assigns. If, however, said notes or any part of same shall not be paid when the same become due and payable, or if default is made in the payment of any prior encumbrances or interest thereon on the date of the maturity thereof; or if any agreements or covenants contained in this or any prior mortgage are not faithfully kept, then the whole indebtedness secured hereby shall, at the option of the legal holder of said notes, or any one of them, at once become due and collectible, and this mortgage shall remain in full force and may thereupon be foreclosed and the mortgaged property sold, or so much thereof as may be necessary to satisfy the amounts herein secured, with interest thereon as provided herein, together with an abstract fee for examining titles to said mortgaged premises for the purposes of commencing foreclosure proceedings, and a reasonable attorneys fee, if suit is commenced for the purpose of foreclosing this mortgage. It is further agreed by the parties of the first part that any payments made on the principal of any prior encumbrance operating to reduce the amount of the interest thereon shall in no way affect the amounts due under this mortgage.

This Second Mortgage is subject to a first Mortgage dated June 8, 1917, on the same premises and securing the sum of Three Thousand Dollars.

In Witness Whereof, the said first parties have hereunto set their hands and seals this 24th day of May A.D. 1922.

Martin Rohe Jr. (Seal)
Lula F. Rohe. (Seal)

Signed in the presence of
S. D. Moherman

The following is endorsed on the original instrument:
"The following is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds."
S. D. Moherman
Register of Deeds

Recorded - June 18, 1922
S. D. Moherman
Register of Deeds

Compound 2

For the State of Kansas, 1922