

STATE OF KANSAS, )  
Douglas County, )SS. Be it Remembered, that, on the 26th day of September 1922, before me a Notary Public in and for said County and State, came Edward Bumgardner and Stella K. Bumgardner, his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

Witness my hand and official seal; the day and year last above written.  
My commission expires January 13, 1924.

(L.S.)

John C. Emick.  
Notary Public

Recorded September 26th 1922  
At 4:45 o'clock P.M.

*Estelle M. Duffie*  
Register of Deeds

*E. Babbitt*  
Deputy.

## SECOND MORTGAGE.

Edward Bumgardner and Stella K. Bumgardner, his wife of Douglas County, State of Kansas, first party, for the consideration of \$1130.00, does hereby sell and convey to THE NEW ENGLAND SECURITIES COMPANY, a corporation, second party, its successors or assigns, an indefeasible estate in fee simple absolute in and to the following real estate in Douglas County, State of Kansas, together with all of the rents, issues and profits which may arise or be had therefrom, to-wit:

All that part of the Northeast quarter lying West of Right of Way of Santa Fe Railroad. Also all that part of the Northwest quarter lying East of County Road: all in Section four (4), Township fourteen (14) South, Range twenty (20) East of the sixth principal meridian, containing 155 acres more or less as shown by the United States government survey.

And we warrant the title against the lawful claims of all persons whomsoever.

This conveyance is junior and subsequent to a mortgage upon the same real estate for \$9000.00 of even date herewith, in which each party is the same as herein.

It is agreed that if two promissory notes for \$1130. as follows: one for \$ 630. payable in eight semi-annual installments (the last installment falling due October 1st, 1926) at the office of said Company, in the city of Kansas City, Missouri, also a note for \$500. due on or before April 1, 1923 with interest at 8% per annum payable annually made and delivered this day by the first party to the second party, and secured hereby to be paid according to the terms thereof, and the several coupons named in said prior mortgage be paid as herein provided, and the several agreements made by said first party, in said prior mortgage be faithfully performed, then this conveyance shall be void and be released at the expense of the first party or assigns.

If however, any installment of the said promissory notes or any of said coupons become delinquent, or the second party pay out any sum or sums under the terms of said prior mortgage, for insurance, taxes, assessments, or to procure release of statutory lien claims, or the said prior mortgage is paid off in full, then, at the election of said second party, the whole of the balance of said installment note shall become due and shall bear interest at the rate of ten per centum per annum from the date thereof; and to any judgment rendered upon said note there may be added the amount of the said coupons then delinquent, and all the sums so paid for insurance, taxes, assessments, and to release statutory-lien claims with interest upon all said sums at the rate of ten per centum per annum, and the proceeds of foreclosure and sale under this mortgage shall be applied in the payment of the entire amount so found to be due; the said installment note secured by this mortgage is given in consideration of services rendered and expenses of second party in and about the making and sale of, and for commissions upon the loan of money to the first party, secured by the prior mortgage mentioned above.

It is further stipulated and agreed by the first party that upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and to collect the rentals and profits thereof, under the direction of the court, without the proof required by statute, the amount so collected by such receiver to be applied under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

In case this mortgage is foreclosed, the sale thereunder may be made with or without appraisal, at the option of said second party, its successors or assigns.

Dated this 26th day of September 1922.

Signed in presence of

Revenue Stamps Affixed to Promissory  
Nota

Edward Bumgardner.  
Stella K. Bumgardner.

STATE OF KANSAS, )SS BE IT REMEMBERED, that on this 26th day of September 1922, before me a Notary Public in and for said County and State, came Edward Bumgardner and Stella K. Bumgardner, his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same. Witness my hand and official seal the day and year last above written.  
My commission expires January 13, 1924.

John C. Emick  
(L.S.) Notary Public.

Recorded Sept. 26th 1922.  
At 4:50 o'clock P.M.

*Estelle M. Duffie, Register of Deeds. By E. Babbitt, A.D.*

The following is as entered on the original instrument  
 We have received full payment of all the indebtedness secured by  
 the within mortgage, and the same is hereby released.  
 Dated this 26th day of August 1929  
 By the New England Securities Company  
 By Henry C. Brown  
 Recorded Aug 21 1929  
 Estelle M. Duffie  
 Register of Deeds  
 By E. Babbitt