547 judgment rendered or amount found due upon the foreclosure of this Mortgage. br In case this Mortgage is foreclosed, the sale hereunder may be made with or without appe; raisement, at the option of the said second/party, its successors or assigns. D088. IN WITNESS WHEREOF, the said first party have hereunto set their hands and seals the day and 111 year first above written. Signed in the presence of orge H. A.Heath Revenue Stamps Affixed to Coupon Bond. of George A.Anderson er Maggie J.Anderson STATE OF KANSAS ...) 55 ni-Shawnee County, ms n. Be it Remembered, that on the 24th day of October 1922, before me a bear-Notary Public in and for said County and State, came George A.Anderson and Maggie J.Anderson his wife who are personally known to me to be the same persons who executed the foregoing . or instrument of writing, and such persons duly acknowledged the execution of the same. e day Witness my hand and official seal, the day and year last above written. 108 My commission expires May 24th 1924. (2.5.) ded E.C.Seger. her Notary Public. pay-Recorded Oct., 25th 1922. nate-At 9:40 o'clock A.M. Estelle Northrup Duffee Register of Deeds ıd & Babbitt Deputy. p 1 SECOND MORTGAGE. але George A.Anderson and Maggie J.Anderson, his wife of Douglas County, State of Kansas, first 1. ne ss. party, for the consideration of \$300.00 does hereby sell and convey to THE NEW ENGLAND SEC uild-URITIES COMPANY, a corporation, second party, its successors or assigns, an indefeasible estate in fee simple absolute in and to the following described real estate in Douglas County, State d of Kansas, together with all of the rents, issues and profits which may arise or be had there id mfrom, to-wit: ed The Northwest quarter of Section twenty-two (22)(Except Highway) of Township twelve (12) South, Range eighteen (18) East of the sixth principal meridian, ngs containing 155.5 acres more or less as shown by the United States government survey. And we n warrant the title against the lawful claims of all persons whomseever. ond This conveyance is junior and subsequent to a mortgage upon the same real estate for ney \$6000.00......of even date herewith i=n which each party is the same as herein. said It is agreed that if a promissory note for \$300.00 payable in three annual installments (the last installment falling due November 1st, 1925) at the office of said Company, in the city of KAnsas City, Missouri, made and delivered this day by the first party to the second nv party, and secured hereby, be paid according to the terms thereof, and the several coupons unts named in said prior mortgage be paid as herein provided, and the several agreements made by te of said first party, in said prior mortgage be faithfully performed, then this conveyance shall by, be void and be released at the expense of the first party of assigns. If however, any installment of the promissory note or any of said coupons become delinquent inor the second party pay out any sum or sums under the terms of said prior mortgage, for inshere. urance, 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 the ten per centum per annum from the date thereof; and to any judgment rendered upon said note and there may be added the amount of the said coupons then delinquent, and all the sums so paid e1for 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 the sale under this mortgage shall be applied in the payment of the entire amount so found to be due; the said install=ment note secured by this mortgage is given in consideration of ving services rendered and expenses of second party in and about the making and sale of, and for that commissions upon the loan of money to the first party, secured by the prior mortgage mention t the gə It is further stipulated and agreed by the first party that upon the institution of proed above. ole ceedings to foreelose this mortgage, the plaintiff therein shall be entitled to have a recer eiver appointed by the court to take possession and control of the premises described here in rest and to collect the rents and profits thereof, under the direction of the court, without the paid proof required by statute, the amount so collected by such receiver to be applied, under dir for ection of the occurt, to the payment of any judgment rendered or amount found due upon hhe n n as foreclosure of this mortgage. In case this mortgage is foreclosed, the sale thereunder may be made with or without due appraisement, at the option of said second party, its successor or assigns. e Dated this 10th day of October 1922. on Signed in presence of George A.Anderson d to H: A. Heath Maggie J.Anderson Revenue Stamps Affixed to Promissory Note. mises n y syb 12.44

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