

party, and secured hereby, 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 of assigns.

If, however, any installment of the said promissory note 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 ~~xxxxxxx~~ 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 proceeds for 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 rents and profits thereof, under the direction of the court, without the proof required by the 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 appraisement, at the option of said second party, its successors or assigns.

Dated this 21st day of October 1922.

Signed in presence of  
H.A. Heath

George A. Anderson  
Maggie J. Anderson

Revenue Stamps Affixed to Promissory Note.

STATE OF KANSAS, )  
Shawnee County, ) SS BE IT REMEMBERED, That on this..24th..day of October, 1922..

before me, a 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 instrument of writing, and such persons acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written,

My commission expires May 24, 1924.

(L.S.) E.C. Seger  
Notary Public.

Recorded October 25th 1922.  
At 9:55 o'clock A.M.

*Estelle Northrup Duffer*  
Register of Deeds

*G. B. Balliett*  
Deputy.

#### AGREEMENT.

AGREEMENT made and entered into this fifth day of October A.D. 1922 BY and BETWEEN THE PROVIDENT LIFE AND TRUST COMPANY OF PHILADELPHIA, party of the first part, and Albert McConnell and Nellie I. McConnell, his wife parties of the second part.

WHEREAS, The parties of the second part indebted to the party of the first part in the sum of Five thousand.....Dollars, as evidenced by one certain note for Five thousand.....Dollars given by Albert McConnell and Nellie I. McConnell, his wife to The Provident Life & Trust Company of Philadelphia the party of the first part, dated the fifth day of October A.D. 1917, and secured by a Mortgage Deed of even date herewith, recorded in Book 54, of Mortgages, page 634, of the Records of Douglas County, State of Kansas.

AND WHEREAS, The parties of the second part desire to have the time for the payment of the said principal sum extended;

NOW THIS AGREEMENT WITNESSETH, That the party of the first part, for and in consideration of the covenants hereinafter made by the parties of the second part, the prompt and faithful performance whereof is a condition precedent and time being of the essence of this contract, hereby covenants and agrees to and with the parties of the second part, that the time of payment of the above mentioned principal sum be and it is hereby extended from the fifth day of October A.D. 1922 to the fifth day of October A.D. 1927.

AND the parties of the second part, for and in consideration of the extension above mentioned, do hereby covenant and agree to and with the party of the first part.

I. That the parties of the second part will at the expiration of the term of said extension, pay to the party of the first part, the principal sum according to the tenor