

## SECOND MORTGAGE.

Joseph C. Walter and Susanna C. Walter, his wife of Douglas County, State of Kansas first party, for the consideration of \$274.55, 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 described 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:

The Northeast Quarter of Section eight (8), Township twelve (12) South, Range eighteen (18) East of the sixth principal meridian, containing 160 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 \$500.00 of even date herewith, in which each party is the same as herein.

It is agreed that if a promissory note for \$274.55 payable in three annual installments (the last installment falling due January 1st 1926) 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 party, and secured thereby, to be paid according to the terms thereof, and the several coupons named in said prior mortgage to be paid as herein provided and the several agreements made by said first party, in said prior mortgage to 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 note or of 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 the 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 rents 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 4th day of January 1923.

Signed in presence of  
R.M. Morrison.

Joseph C. Walter.  
Susanna C. Walter.

(Revenue Stamps Affixed to Promissory Note.)

State of Kansas, )  
Douglas County, ) SS BE IT REMEMBERED, that on this 9 day of Jan 1923 before me, a Notary Public in and for said County and State, came Joseph C. Walter and Susanna C. Walter, 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.

R.M. Morrison

Notary Public

My commission expires Feb. 23rd 1926.

(L.S.)

Recorded January 9th 1923.

At 3:15 O'clock P.M.

Isa E. Mullenau  
Register of Deeds.  
Leta Babbitt  
Deputy.

This Release  
was written  
on the original  
Mortgage.

This 15th day  
of Dec.  
1923.

Isa E. Mullenau  
Register of Deeds.

The following is endorsed on the original instrument:

for  
recd

We have received full payment of all the indebtedness secured by  
this mortgage and the same is hereby released.  
Dated this 15th day of December, 1923.  
By: Henry C. E. Brown.