

buildings upon said premises. In case the title to said premises is transferred, making an assignment of such policies of insurance ~~#####~~ to the purchaser necessary, the said second party is hereby authorized to make such assignment thereof, as the agent or attorney of the party of the first part, their heirs or assigns.

In case of failure of said first party to perform any of these agreements, the said second party or its endorsees or assigns may pay off and procure releases of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first party all amounts so paid and interest thereon at the rate of ten per centum per annum from the date of such payment, and this Mortgage shall stand as security for all such sums. Should any tax be imposed on this Mortgage or on the indebtedness secured hereby, by or with the State of Kansas, then at the option of the lawful holder of said indebtedness, the whole principal, with interest then accrued, and other sums secured hereby, shall at once become due and payable, and the holder may proceed to collect the same by foreclosure of this Mortgage, or otherwise, as such holder may elect.

NOW THEREFORE, if the amount of said bond and coupons be paid when due, and all the covenants and agreements of the first party contained herein be faithfully kept and performed then these presents shall be null and void and this Mortgage shall be released at the expense of the party making such payment. If, however, the said first party fails to pay any part of the amount of said bond or coupons within twenty days after the same becomes due, or fails to keep and perform any of the covenants and agreements made by them herein, or fails to make any partial payment upon said bond after giving notice that such payment will be made, then it is expressly understood and agreed that the whole sum of money secured hereby shall become due and collectible at once, at the option of the holder of said indebtedness, or any portion thereof, and this Mortgage may thereupon be foreclosed and in such event it is expressly agreed that the whole amount of said bond shall bear interest from the date thereof at the rate of ten per centum per annum and the holder thereof may recover the whole amount of said bond with such interest thereon, less the amount of such coupons and partial payments as shall have been paid, and may recover all amounts, paid by said party or any holder of said taxes, assessments, insurance and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, and all may be included in the judgment rendered or amount found due in any suit to foreclose this Mortgage and this Mortgage is hereby made to secure all such sums.

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 appraisal, at the option of the said second party, its successors or assigns.

IN WITNESS WHEREOF, the said first party have hereunto set their hands and seals the day and year first above written.

Signed in the presence of

John H. Tucker

S.L. Dark

Mary E. Dark

Revenue Stamps Affixed to Coupon Bond

State of Kansas) ss
Douglas County

Be it Remembered, that on the 6th day of January 1923 before me a Notary Public in and for said County and State, came S.L. Dark and Mary E. Dark, 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. ~~and the date~~
(L.S.) Witness my hand and official seal, the day and year last above written.

My commission expires January 13, 1924.

Recorded January 16th, 1923.

At 2:00 o'clock P.M.

John C. Emick

Notary Public

Isa E. Wellman

Register of Deeds.

SECOND MORTGAGE.

S. L. Dark and Mary E. Dark, his wife of Douglas County, State of Kansas, first party, for the consideration of \$425.00 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 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 North half of the Southeast quarter (Except the North 95 feet of the Northeast quarter of the Southeast quarter: also excepts tract 6 rods North and South by 13-1/3 rods East and West in the Southwest corner for school) Also the South 95 feet of the Southwest quarter of the Northeast quarter: all in Section one (1), Township twelve (12) South, Range seventeen (17) East of the sixth principal meridian, containing 79 1/2 acres more or less as shown by the United States government survey. And we warrant the title against

*For Release
see next
page.*