

lawful the claims of all persons whomsoever. This conveyance is junior and subsequent to a mortgage upon the same real estate for \$4250.00 of even date herewith, in which each party is the same as herein.

It is agreed that if a promissory note for \$425.00 payable in five annual installments (the last installment falling due January 1st, 1928, 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 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 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 in 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 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 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 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 appraisement, at the option of said second party. Its successors or assigns.

Dated this 29th day of December 1922.

Signed in presence of  
John H. Tucker.

S. L. Dark.  
May E. Dark.

Revenue Stamps Affixed to Promissory Note

State of Kansas )  
Douglas County. ) S. L.

Be it Remembered, that on this 16th day of January 1923 before 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.

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

My commission expires April, 10- 1923. 1

A. F. Flinn  
Notary Public.

(L. S.)

Recorded Jan. 16, 1923.  
At 2:05 o'clock P.M.

Register of Deeds.

Joe E. Wellman  
Deputy

#### ASSIGNMENT

THE NEW ENGLAND SECURITIES COMPANY, for value received, has sold and assigned to Lyndon Savings Bank & Trust Co., all its right, title and interest in and to a certain Mortgage and the indebtedness secured thereby, made to said Company January 4th 1923, by Joseph C. Walter and Susanna C. Walter (wife) and recorded in Book 62 Page 628 in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, the said The New England Securities Company has caused this instrument to be signed by its Secretary and its corporate seal to be attached hereto, this 15th day of January 1923.

The New England Securities Company.

By T.C. Alexander  
Secretary.

(Corp Seal)

State of Missouri ) SS.  
County of Jackson)

On this 15th day of January 1923 before me personally appeared T.C. Alexander, to me personally known, who being by me duly sworn, did say that he is the Secretary of The New England Securities Company, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said T.C. Alexander acknowledged said instrument to be the free act and deed of said Corporation, and voluntary done and executed for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal by me affixed the day and year last above written.

The following is endorsed on the original instrument:

We have received full payment of all the indebtedness secured by the above mortgage, and the same is hereby released.  
Dated this 27th day of July, 1928.  
By Joseph C. Walter and Susanna C. Walter, Recording Clerk.

Recorded Dec 47.  
Joe E. Wellman.  
Register of Deeds

for  
recd