

(L.S.)
My Commission expires Nov. 14, 1926.
My Commission expires

H. S. Gibson
Notary Public.

Recorded Jan. 20, 1923
At 9 A.M.

Isa E. McMillan
Register of Deeds
Joe McMillan
Deputy

MORTGAGE

THIS INDENTURE Made this Sixteenth day of January in the Year of Lord One Thousand Nine Hundred and Twenty-three by and between Martin Grossman, single and unmarried, of Douglas County, State of Kansas first party, and THE NEW ENGLAND SECURITIES COMPANY, a corporation organized and existing under the laws of the State of Kansas, second party,

WITNESSETH: The said first party, in consideration of Twenty-four Hundred and no/100 DOLLARS, the receipt of which by said first party is hereby acknowledged, does by these presents Grant, Bargain, Sell, and Convey unto ^{the} said THE NEW ENGLAND SECURITIES COMPANY, its successors and assigns, forever, the following described real estate, situated in Douglas County, State of Kansas, to-wit: The Northeast quarter of the Northeast quarter Section Seventeen (17) Township Fourteen (14) South Range Twenty (20) East of the sixth principal meridian, containing 40 acres, as shown by the United States Government survey.

To Have and Hold the Same, with all the hereditaments and appurtenances thereto belonging or in any wise appertaining, forever.

And the first party hereby covenants and agrees to and with the second party, its successors and assigns, that at the delivery of these presents he lawfully seized in his own right of an indefeasible estate in fee simple absolute in the above described premises, and all the appurtenances thereto; that the same are free and clear of and from all former and other grants, estates and encumbrances of every kind and nature; and that he will forever Warrant and Defend the title to said premises and the possession thereof unto said second party, its successors and assigns, against the lawful claims of all persons whomsoever.

These Presents, However are Made Upon the Following Express Conditions: Whereas, said Martin Grossman has this day made and delivered to the said THE NEW ENGLAND SECURITIES COMPANY his certain Bond or Promissory Note for the sum of Twenty-four Hundred and no/100 DOLLARS payable on the first day of February A.D. 1930 and bearing interest at the rate of five per centum per annum, payable semi-annually and evidenced by 14 Coupons attached thereto. The said bond and Coupons payable at the office of the said second party in Kansas City, Missouri or such other as the legal holder may from time to time, in writing designate and each bearing interest after maturity at the rate of ten per centum per annum.

The said first party, however, reserving ^{the} right to pay One hundred dollars or multiple over that amount upon said bond or note, or the full amount thereof, on the day any of said coupons mature on or after February 1st 1926 provided thirty days' notice in writing is given to said second party that such payment will be made; and provided further, that in case such partial payments are so made no sum less than Five hundred dollars of said bond shall at any time remain unpaid--the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

And whereas, it is herein agreed particularly as follows:

The first party shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied, or chargeable against said indebtedness, or against this instrument by or within the State of Kansas and keep the buildings on said premises insured in a company, or companies, acceptable to said second party in the sum of at least Five Hundred Dollars, and shall deliver to said second party the policy or policies therefor, and all renewals thereof and all concurrent policies now in force, or hereafter issued thereon, and shall when requested, surrender to said second party any policy or policies covering any of the 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, his 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 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 within 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 preformed 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

For Assignment See Book 64 Page 36
For Assignment See Book 65 Page 9