

fails to keep and preform any of the covenants and agreements made by him 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 coupons and partial payments as shall have been paid, and may recover all amounts, paid by said second party or any holder of said bond for 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 appraisement, at the option of the said second party, its successors and assigns.

IN WITNESS WHEREOF, the said first party has hereunto set his hand and seal the day and year first above written.

Martin Grossman

Signed in the presence of

John H. Tucker Revenue Stamps Affixed to Coupon Bond

State of Kansas,)
Douglas County)

Be it remembered, that on the Twentieth day of January 1923, before me a Notary Public in and for said County and State, came Martin Grossman, who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person duly acknowledged the execution of the same. And the said Martin Grossman further declares himself to be single and unmarried.

(L.S.)

above written.

Witness my hand and official seal, the day and year last above written.
My commission expires April 10 1923

A. F. Flinn

Notary Public

Recorded Jan. 20, 1923

At 11:20 A.M.

Isa E. Millman
Register of Deeds

Joe Millman
Deputy

SECOND MORTGAGE

Martin Grossman, single and unmarried of Douglas County, State of Kansas, first party, for the consideration of \$ 169.00 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 therefrom, to wit: 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. And I 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 \$ ---- of even date herewith, in which each party is the same as herein.

It is agreed that if a promissory note for \$169.00 payable in four annual installments (the last installment falling due February 1st, 1927,) 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 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 or 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 liens, 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, as-

for
recd

This instrument is acknowledged on the original instrument
 by the undersigned Martin Grossman, single and unmarried of Douglas County, State of Kansas, first party, for the consideration of \$ 169.00 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 therefrom, to wit: 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. And I 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 \$ ---- of even date herewith, in which each party is the same as herein.
 It is agreed that if a promissory note for \$169.00 payable in four annual installments (the last installment falling due February 1st, 1927,) 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 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 or 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 liens, 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, as-