party to the second party and secured hereby be paid to the terms thereof, and the several co pons bamed 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 wold and be released at the expense of the first party or assigns. 73

If, however any installment of the promissory note or any of said coupons become a 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 in full, then, at the election of said second party the whole of the balof the proceeding of said installment shall become due and shall bear interest at the rate, thereof; and to ance of said installment shall become due and shall bear interest at the rate, 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 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 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 6 foreclosure of this mortgage. In case this mortgage is foreclosed the sale thereunder may be made with or without appreisement at the option of said second party, its successors or assigns.

Dated this 15th day of March 1923.

Signed in presence of

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GEORGE W. HAZARD

John C Emick Notary Public

Des & Wellman.

Register of Deeds

HATTIE E (Revenue STamps affixed to Promissory Note)

STATE OF KANSAS) DOUGLAS COUNTY)^{88.}

(L.S.)

Be It Remmebered that on this 20th day of March 1923 before me a Notary Public in and for said County and State came GEORGE W HAZARD and HATTIE E HAZARD hie wife who are person ally known to me to be the same persons who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same.

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

My Commission expires January 13, 1924

Recorded March 28, 1923

O'clock R.M.