

SECOND MORTGAGE

Willis R Colman and Nellie Colman his wife of Douglas County, State of Kansas first party for the consideration of \$853.30 does hereby sell and convey to THE NEW ENGLAND SECURITIES COMPANY a corporation, second party its successors or assigns an indefeasible estate in fee, <sup>simple</sup> 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 Southwest quarter of Section eighteen(18), Township twelve(12) South, Range nineteen(19) East of the Sixth principal meridian containing 160 acres more or less as shown by the United States government survey. And we 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 \$8500.00 of even date herewith in which each party is the same as herein.

It is agreed that if a promissory note for \$853.30 payable in five annual installments (the last installment falling due April 1st 1928) at the office of said company in the city of Kansas City Missouri, made and delivered this day by the first part 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 the 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 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 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 <sup>old</sup> 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 to be out so found 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 prior mortgage mentioned above,

It is further stipulated and agreed by the first party that upon the in-

Recorded May 4 1928  
 J. E. Smith  
 Clerk District Court

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 J. E. Smith  
 Clerk District Court

The following is assigned to the original instrument  
 J. E. Smith  
 Clerk District Court of Douglas

This Assignment see Book 67 Page 470  
 For Assignment see Book 67 Page 467