

M O R T G A G E (Second)

J.O. Lovejoy and L.C. Lovejoy, his wife of Douglas County, State of Kansas first party, for the consideration of \$1102.45 does hereby sell and convey to The New England Securities Company a corporation, second party, its successors or assigns, an infeeasible estate in fee simple absolute in unto 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 Southeast quarter of Section twenty-three (23) Township Thirteen (13) 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 \$11,000.00 of even date herewith, in which each ^{party} is the same party as herein.

IT is agreed that if a promissory note for 1102.45 payable in five annual installments (the last installment falling due May 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 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 said 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 said balance 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~~ 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 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 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.

*The following is endorsed on the original instrument:
We have received full payment of all the indebtedness secured by the
prior mortgage, and the same is hereby released.
Dated this 25th day of April, 1928.
The New England Securities Company
by Harry C. Hansen, Secretary*

Recorded - Schuette 1928
Elmer E. Schuette
Register of Deeds
by Elmer E. Schuette