

## SECOND MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That John Gottstein and Martha Gottstein, (his wife), of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to MAXWELL INVESTMENT COMPANY, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit: The West One-half ( $W\frac{1}{2}$ ) Of the Northwest Fractional Quarter (NW-Fr1-4),

Section Number Six (6),

Township Number Fourteen (14) South,

Range Number Twenty-one (21) East, and

The West One-half ( $W\frac{1}{2}$ ) of the northeast Quarter (NE $\frac{1}{4}$ ),

Section Number Thirty-six (36),

Township Number Thirteen (13) South,

Range Number Twenty (20) East, containing 156 acres,

more or less, together with all the improvements thereon and the appurtenances thereunto belonging, subject only to a mortgage of even date herewith for Six Thousand Dollars and interest thereon, between the same parties, conveying the same real estate herein described.

This mortgage is given as security for the performance of the covenants herein;

and to secure the payment to MAXWELL INVESTMENT COMPANY, its successors and assigns, of the aggregate sum of Three Hundred Dollars, according to the terms of five promissory notes of even date herewith as follows:

No. 1, \$60.00 due September 1, 1924,	no 6, \$	due	1, 19
No. 2, \$60.00 due September 1, 1925,	No 7, \$	due	1, 19
No. 3, \$60.00 due September 1, 1926,	no 8, \$	due	1, 19
No. 4, \$ 60.00 due September 1, 1927,	No 9, \$	due	1, 19
No. 5, \$60.00 due September 1, 1928,	No. 10\$	due	1, 19

with interest at 10 per cent per annum from maturity until paid, said notes and interest being payable at the GUARANTY TRUST COMPANY OF KANSAS CITY, Kansas City, Missouri.

If and when all of said notes are paid according to the tenor thereof this mortgage shall be released at the cost of the first party, which cost they agree to pay. But if default is made in the payment of any of said notes, then this mortgage shall become absolute, and all of said notes then unpaid shall at once become due and payable without notice and the owner of the indebtedness hereby secured may immediately cause this mortgage to be foreclosed in the manner provided by law.

The property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or of payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Dated the first day of June, 1923.

John Gottstein

Martha Gottstein.

4300.00  
of the Original Investment.  
Received of  
John Gottstein and Martha Gottstein  
the sum of  
Three Hundred  
Dollars  
in full  
satisfaction of the debt in above  
recited mortgage.  
By: A. A. Ginn  
Maxwell Investment Company  
Recorded  
Oct 23 1923  
J. E. Williams  
Recorder

Deputy.