

SECOND MORTGAGE

County

Leonard A Nuffer and Rose E Nuffer his wife of Douglas/State of Kansas first party for the consideration of \$766.45 do 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 an 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 South Sixty (60) acres of the East half of the Southeast quarter of Section five and the North Sixty (60) acres of the East half of the Northeast quarter of Section eight (8) all in township thirteen (13) south Range twenty East of the sixth principal meridian containing 120 acres as shown by the UNITED State government survey and they 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 \$7500.00 of even date herewith in which each is the same as herein. It is agreed that if a promissory note for \$766.45 payable in six annual installments the last installment falling due October 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 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 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 due; the said installment note secured by this mortgage is given in consideration of the services rendered and expenses of second party in and about the making 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 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 foreclosure of this mortgage.

In case this mortgage is foreclosed the sale thereunder may be made with

This document is enforced on the original instrument.

We have received full payment of all the indebtedness secured by the
mortgage, and the same is hereby released.
Dated this 30th day of December 1928.
The New England Securities Company
By: Geo. W. Hilgoff.

Coyle Seal.

Dec 30 1928

Register of Deeds

Geo. E. Williams

Recorded

Such release being shown
me this 4th day of January
1929, shows the signature
of the party signing same
without change of name
Bessie M. Smith, R. P.
Geo. E. Armstrong, Register of Deeds.