

-strued 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.

strued and enforced according to the laws of the State of California, and the parties to this agreement are now contracting.

Now, if the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or any waste be committed on or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of said sum of the sums hereby secured shall, at the option of the second party, or the legal holder of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and any amount so collected by such receiver shall be applied, under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

Witness my hand and seal of Office, this 10th day of October, 1923.

Dated this First day of October 1923.

Thomas O. Pool.
Cora E. Pool.

Witnesses:

STATE OF KANSAS
COUNTY OF FRANKLIN ss.

STATE
COUNTY OF FRANKLIN ss.
Before me, W. V. Rees, a Notary Public, in and for said County and State
on this 1st day of November, 1923 appeared Thomas O. Pool and Cora E. Pool, his wife, to me known to be the
identical persons who executed the foregoing instrument, and such persons duly acknowledged the execution
of the same.

My Commission expires Aug. 21, 1926:

My Commission expires Aug. 21, 1926.
Witness my hand and notarial seal the day and year above set forth.
W. V. Rees

W. V. Ree

Notary Public in and for
Franklin County, Kansas.

RECORDED NOV. 3rd, 1923
AT 2:40 o'clock, P.M.

By Geo. E. Wellman
Register of Deeds.
Geo. E. Wellman
Deputy.

M O R T G A G E

THIS INDENTURE made this 26th day of October in the year of our Lord One Thousand Nine Hundred and twenty three by and between Jesse J Sweezer single of Douglas County State of Kansas first party and The New England Securities Company a corporation organized and existing under the laws of the State of Kansas second party.

WITNESSETH The said first party, in consideration of One thousand and no/100 Dollars the receipt of which by said first party is hereby acknowledged does by these presents Grant Bargain Sell and Convey unto the said The New England Securities Company, its successors and assigns forever, the following described real estate situated in Douglas County State of Kansas to-wit:

The South half of the Southwest Quarter of Section nine (9) Township twelve (12) South, Range nineteen (19) East
of the sixth principal meridian containing containing 80 acres more or less as shown by the United States Government survey.

TO HAVE AND HOLD THE SAME with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, for and to the said first party heretly covenants and agrees to and with the second party its successors and assigns, that at the delivery of these presents he is lawfully seized in his own right and sole possession of the above described premises, and that the same are a fee simple absolute in fee simple absolute in the above described premises, and all the appurtenances thereto; that the same are free and clear of and from all former and other grants estates and encumbrances of every kind and nature; and that he will forever warrant and defend the title to said premises and the possession thereof unto said second party, its successors and assigns against the lawful claims of all persons whomsoever.

THESE PRESENTS HOWEVER ARE MADE UPON THE FOLLOWING EXPRESS CONDITIONS: Whereas said Jesse J Sweezer has this day made and delivered to the said The New England Securities Company his certain Bond or Promissory Note for the sum of One thousand and n/100 Dollars payable on the first day of November A.D.1933 and bearing interest at the rate of six per centum per annum payable semi-annually and evidenced by twenty Coupons attached thereto. The said Bond and Coupons payable at the office of the said second party in Kansas City Missouri and each bearing interest after maturity at the rate of ten per centum per annum.

The first party however reserving herein the right to pay one hundred dollars or multiple over that amount upon said bond or note or the full amount thereof on the day any of said coupons mature on or after November 1st 1926 provided thirty days' notice in writing is given to said second party that such payment will be made; and provided further that in case such partial payments are so made no sum less than two hundred dollars of said bond shall at any time remain unpaid- the making of such partial payments operations to reduce the amount, maturing thereafter proportionately to the amount said bond is reduced.

And whereas it is herein agreed particularly as follows:

The said first party shall not suffer waste nor permit the buildings, fences and improvements on said premises to depreciately neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay before the same become delinquent, all taxes and assessments upon said premises, general or special now existing or that may hereafter be levied, or chargeable against said indebtedness, or against this instrument by or within the State of Kansas and shall keep the buildings on said premises insured in a company, or companies, acceptable to said second party in the sum of at least --One Thousand and No/100 Dollars and shall deliver to said second party the policy or policies therefor, and all renewals thereof and all concurrent policies now in force, or hereafter issued thereon, and shall when requested, surrender to said second party any policy or policies covering any of the buildings upon said premises. In case the title to said premises is transferred, making an assignment of such policies of insurance to the purchaser necessary, the said second party is authorized to make such assignment thereof, as the agent or attorney of the party of the first part: his heirs or assigns.

In Case of failure, said first party to perform any of these agreements, the said second party or its endorsees or assigns may pay off and procure releases of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first party all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment, and this Mortgage shall stand as security for all such sums. Should any tax be imposed on this mortgage or on the indebtedness secured hereby, by or within the State of Kansas, then, at