

the option of the lawful holder of said indebtedness, the whole principal with interest then accrued, and sums secured hereby, shall at once become due and payable, and the holder may proceed to collect the same by foreclosure of this Mortgage, or otherwise, as such holder may elect.

Now Therefore, if the amount of said bond and coupons be paid when due, and all the covenants and agreements of the first party contained herein be faithfully kept and performed then these presents shall be null and void and this Mortgage shall be released at the expense of the party making such payment. If however, the said first party fails to pay any part of the amount of said bond or coupons within twenty days after the same becomes due, or fails to keep and perform any of the covenants and agreements made by him herein, or fails to make any partial payment upon said bond after giving notice that such payment will be made, then it is expressly understood and agreed that the whole sum of money secured hereby shall become due and collectible at once, at the option of the holder of said indebtedness or any portion thereof, and this Mortgage may thereupon be foreclosed; and in such event it is expressly agreed that the whole amount of said bond shall bear interest from the date thereof at the rate of ten per centum per annum, and the holder hereof may recover the whole amount of said bond with such interest thereon, less the amount of such coupons and partial payments as shall have been paid, and may recover all amounts paid by said party or any holder of said bonds for taxes, assessments, insurance and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, and all may be included in the judgment rendered or amount found due in any suit to foreclose this Mortgage and this Mortgage is hereby made to secure all such sums.

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 to collect the rents and profits thereof, under the direction of the Court, without the proof required by the 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 and upon the foreclosure of this Mortgage.

In case this Mortgage is foreclosed, the sale thereunder may be made with or without appraisal, at the option of the said party, its successors or assigns.

In Witness Whereof, the said first party has hereunto set his hand and seal the day and year first above written.

Signed in the presence of
Oscar E. Learnard
(Revenue Stamp attached to Coupon Bond)
Jesse J. Sweezer.

STATE OF KANSAS }
COUNTY (ss.
(Seal shows Douglas Co)

Be It Remembered, that on the 6 day of November 1923, before me, a Notary Public in and for said County and State, came Jesse J. Sweezer who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person duly acknowledged the execution of the same. And the said Jesse J. Sweezer further declares himself to be single and unmarried.

Witness my hand and official seal, the day and year last above written.
Wilder S. Motcalf
Notary Public.

L.S.
My commission expires Novm. 8th 1924.
RECORDED NOV. 7th 1923.
AT 2:10 o'clock P.M.

Isa E. Newman
Register of Deeds.
Isa E. Newman
Deputy.

M O R T G A G E .

This Indenture, Made this 1st day of October A.D. Nineteen Hundred and Twenty-Three by and between Charles E. Stephens and Nancy V. Stephens, Husband and Wife, in the County of Douglas and State of Kansas, parties of the first part, and THE FARM MORTGAGE TRUST COMPANY, (Incorporated under the laws of Kansas), located at Topeka Kansas, party of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do hereby Mortgage and Warranty to the said party of the second part and to its legal representatives and assigns forever, all the following described tract, piece or parcel of land, lying and situated in the County of Douglas and State of Kansas to-wit:
All that part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); and the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33) Township Fourteen (14) South, of Range Twenty (20) East of the 6th Principal Meridian, lying North and East of the right of Way of the Right of Way of the Atchison, Topeka & Santa Fe Railway as now located across said lands, containing 70 acres, more or less,

to secure the payment of one certain first mortgage real estate Note No. 7224-4 and coupons attached, executed and delivered by the said parties of the first part, bearing even date herewith, payable to the order of the said THE FARM MORTGAGE TRUST COMPANY, at its office in Topeka, Kansas, said note being for ONE THOUSAND AND NO/100 DOLLARS for which amount said parties of the first part are justly indebted unto the said party of the second part being for a loan thereof, made by said party of the second part to the said parties of the first part.

Said parties of the first part hereby agree and covenant as follows:

FIRST : To pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this Mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the first party or parties and the second party may make any payments necessary to remove or extinguish any prior outstanding title, lien or incumbrance on the premises hereby conveyed, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and be collected in the same manner as the principal debt hereby secured with interest at the rate of ten per centum per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

SECOND : To keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and to abstain from the commission of

Received from 37112
Isa E. Newman
Register of Deeds
County of Douglas
State of Kansas
this 7th day of Nov 1923
at 2:10 o'clock P.M.
for recording
Isa E. Newman
Deputy
This mortgage is duly acknowledged by the parties and is correct and true to the best of my knowledge and belief.
Wilder S. Motcalf
Notary Public