

no sum less than five hundred dollars of said bond shall at any time remain unpaid - the making of such partial payments operating to reduce the amount of the coupons 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 improve-ments on said premises to depreciate by 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 acceptable to said second party in the sum of at least Two 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 hereby authorized to make such assignment thereof, as the agent or attorney of the party of the first part, their heirs or assigns.

In case of failure of said 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 the option of the lawful holder of said indebtedness, the whole principal, with interest then accrued and other 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 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 them herein, or fails to make 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 thereof may recover the whole amount of said interest thereon, less the amount of such coupons and partial payments as shall have been paid, and may recover all amounts, paid by said second party or any holder of said bond; 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 judgement 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 and 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 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 second party, its successors or assigns.

In Witness Whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Lewis Lawson.

Katherine E. Lawson.

Signed in presence of---

(Revenue Stamps Affixed to
Coupon Bond)

State of Kansas,
Douglas County.

Be It Remembered, that on the day of December 1923, before me a Notary Public in and for said County and State came Lewis Lawson and Katherine E. Lawson, his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing and such persons duly acknowledged the execution of the same. Witness my hand and official seal, the day and year last above written.
L.S. My Commission expires April 10, 1927.
A.F. Flynn, Notary Public.

Isaac Williams
Register of Deeds

From Lewis Lawson et al
To New Eng. Securities Co.
SECOND MORTGAGE.

Lewis Lawson and Katherine E. Lawson, his wife of Douglas County, State of Kansas, first party, for the consideration of, \$ 606.65, 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 in and 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 North west Quarter of Section Thirty-four (34), Township Twelve (12) South, Range Eighteen (18) East of the sixth principal meridian, containing 150 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 ---\$600.00--- of even date herewith, in which each party is the same as herein.

It is agreed that if a promissory note for \$606.65 payable in five annual installments (the last installment falling due January 1st 1929) 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 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

*in first record first mortgage the
indemnity given by the wife of the
mortgagee, dated also 23rd day of December
1923. The time to pay is 10 years from date
of 1st day of January 1929.*

Remitted to