

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 payments 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 said second party, its successors or assigns.
Dated this 21st day of November 1923.

Signed in presence of--
(Revenue Stamps affixed to promissory note)
Lewis Lawson
Katherine Lawson
State of Kansas,
Douglas County, ss
Be It Remembered, that on this First day of December 1923 before me a Notary Public 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
A. F. Flinn, Notary Public.

This instrument was filed for record Dec 1, A.D. 1923 At 3:15 P.M.

John E. Wellman
By *John E. Wellman* Register of Deeds
Deputy.

MORTGAGE.

From J.E. Murphy et ux
To The Farm Mortgage Trust Co.
State of Kansas, County of Douglas, ss;
This instrument was filed for record December 3 rd, 1923 at 10:30 AM.
John E. Wellman
By *John E. Wellman* Register of Deeds
Deputy.

This Indenture, made this 19th day of November A.D. Nineteen Hundred and Twenty three by and between--J.E. Murphy and Dora Murphy, 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 Two Thousand Two Hundred Eighty 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 Warrant 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:
The South Half (S $\frac{1}{2}$) Of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-nine (29) Township Twelve (12) South, of Range Eighteen (18) East of the 6th Principal Meridian, containing 80 acres, more or less, according to government survey, 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 Two Thousand Two Hundred Eighty 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 collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent 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 here of 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 abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Third : To procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of ---Six Hundred and No/100 Dollars---fire and lightning and to the amount of ---Six Hundred and no/00 Dollars tornado, to which policies shall be attached mortgage clauses satisfactory to second party; and it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon and apply the same when received, to the payment of said note or notes, less the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fourth : That if default occur in the performance of any covenant or condition contained in this mortgage or in the note or coupons secured hereby, the whole sum of money hereby secured shall at the option of the legal holder or holders hereof become due and payable at once, without notice, and shall bear interest at the rate of ten per centum per annum payable semi-annually from date of first default, and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder.

Recorded in Book 17 Page 73
For Assignment See Book 17 Page 73
This instrument was filed in the office of the Register of Deeds for the County of Douglas, Kansas, on the 3rd day of December, 1923, at 10:30 AM. and the same was duly recorded in Book 17 Page 73 of the records of said office.