

by THOMAS O. POOL and CORA E. POOL, his wife, given to secure ONE THOUSAND Dollars, and interest thereon, and filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book 65 of Mortgages at Page 45 together with the note and all obligations secured by said mortgage.

In Witness Whereof, the Maxwell Investment Company has caused these presents to be signed by its President, and its corporate seal to be hereto attached, attested by its Assistant Secretary this 19th day of November 1923.

Maxwell Investment Company  
By J. E. Maxwell,  
President.

Attest:  
A. W. Hoover.  
Assistant Secretary.

STATE OF MISSOURI, )  
COUNTY OF JACKSON, )

Be it remembered that on this 19th day of November A. D., 1923., before me, a Notary Public duly qualified for and residing within said County and State, personally appeared J. E. Maxwell to me personally known to be the same person who executed the foregoing instrument and who being by me duly sworn on his oath states that he is the President of MAXWELL INVESTMENT COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said J. E. Maxwell duly acknowledged that he executed such instrument as the free act and deed of said Corporation.

In Witness Whereof, I have hereunto set my hand and notarial seal at my office in Kansas City, Mo.

L. S.

Ellen M. Schumann  
Notary Public in and for  
Jackson County, Missouri.

My commission expires May 12, 1926.

#### MORTGAGE

FROM. James J. O'Brien et ux.

State of Kansas, County of Douglas, ss.  
This instrument was filed for record  
on the 15th day of May A. D. 1924 at  
2:10 o'clock P. M.

TO. The Pioneer Mortgage Co.

*Edw. C. Wellman*  
Register of Deeds.

*Edw. C. Wellman* Deputy.

and *Charles E. O'Brien* THIS INDENTURE, Made this 8th day of May A. D. 1924, by and between James J. O'Brien his wife of the County of Douglas and State of Kansas, parties of the first part, and THE PIONEER MORTGAGE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand and No/100 to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate situated in the County of Douglas and State of Kansas, to wit:

The West Half of the Northeast Quarter of Section Twenty Six (26) Township Fourteen (14) Range Twenty (20) East of the Sixth Principal Meridian and containing Eighty (80) Acres, more or less. TO HAVE AND TO HOLD The same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements covenants and conditions we wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of Two Thousand and No/100 DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part with interest thereon from May 11th, 1924 at the rate of six per cent per annum, payable on the first day of November and May in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of THE PIONEER MORTGAGE COMPANY, in Topeka, Kansas, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$ - - - - - in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure, 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 parties of the first part; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional

*Edw. C. Wellman*