

close 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 first parties have hereunto set their hands and seals the day and year first above written.

Chas. H. Lemon
Carrie M. Lemon.

State of Kansas
Douglas County

Be It Remembered That on the 25th day of October 1924, before me, a Notary Public in and for said County and State, came Charles H. Lemon and Carrie M. Lemon, 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.
My Commission expires;
April 20, 1925.
L.S.

C. B. Holmes,
Notary Public.

SECOND MORTGAGE.

From Charles H. Lemon, et al.

To New England Securities Company.

State of Kansas Douglas County, ss;
This instrument was filed for record on
the 25th day of October 1924 at 12:10 PM

J. S. Nelson
Register of Deeds.

J. S. Nelson
Deputy.

The Indenture Made this 24th day of October 1924, by and between Charles H. Lemon and Carrie M. Lemon his wife, of Douglas County, Kansas, parties of the first part, and The New England Securities Company, a corporation party of the second part; Witnesseth, That said first party for the consideration of One Dollar: cash in hand paid do, heretofore and convey to The New England Securities Company, second party, its successors or assigns an indefeasible estate in fee simple absolute in and to the following described real estate in Douglas County, State of Kansas, together with all the rents, issues and profits which may arise or be had therefrom, to-wit:

The east half of the northeast quarter and the northeast quarter of the southeast quarter of section sixteen (16). Also the west half of the northwest quarter of the southwest quarter of section fifteen (15). All in township thirteen (13) South of range twenty (20); East of the sixth principal meridian containing 140 acres more or less, as shown by the United States Government survey. And do hereby warrant the title against the lawful claims of all persons whomsoever,

It is hereby agreed Particularly as Follows:

The First parties shall not cut sell or remove from the land hereinbefore conveyed any of the merchantable timber growing and standing thereon except on written permission of the party of the second part, or its assigns, and shall not suffer waste, nor permit the buildings, fences or improvements on said premises to depreciate by neglect or want of care.

Whereas, this second mortgage is made in connection with and subject to a prior first mortgage of even date herewith upon the property above described, in which prior mortgage all the parties are the same as herein, to secure payment of the principal sum of \$7,000.00 therein referred to, with interest thereon as evidenced by two certain notes of even date herewith for the principal sum of \$7,000.00 due and payable on the first day of January 1932 unless sooner declared due and payable in accordance with the terms thereof with interest thereon from October 24th 1924 at the rate of 5% per centum per annum payable semi-annually as evidenced by fifteen interest coupons attached to said note payable to bearer, numbered from one to fifteen both inclusive, interest coupon No. 1 being for \$71.65 and each of the other interest coupons being for \$192.50 said interest coupons being payable respectively on the first day of January in each year, beginning on the first day of January 1925 and terminating first day of January 1932 as more particularly referred to in said notes and coupons to which reference is hereby made which notes and coupons were executed to evidence debt created by a loan on said date made by party of second part to parties of first part, and

Whereas, The New England Securities Company in due course of business will probably sell, assign, and deliver to some purchaser the said notes with interest coupons attached, together with said first mortgage, and

Whereas, in order to retain the good will of such purchaser and in order to protect The New England Securities Company in its future market and business for the sale of mortgage securities, and in order to permit The New England Securities Company to successfully continue in the loan business, The New England Securities Company may and probably will desire to pay to the holder of any such note or interest coupon any amount as to which parties of the first part may then be in default though party of the second part is not hereby legally obligated so to do, and

Whereas, in such prior mortgage the parties of the first part herein agree, and does hereby agree to cause all taxes and assessments general and special, on said land and improvements thereon to be paid when due and before delinquency; and to keep the said lands and improvements thereon free from all other statutory liens, and especially any materialman's liens and mechanic's liens; and to keep buildings on said land insured as therein more particularly specified; and in the event any action at law or in equity should be instituted by any party for the purpose of assailing or defeating the title or lien created by said prior mortgage, then to pay such court costs and attorney's fees that might be reasonably necessary to protect said title or lien, and

Whereas, in case of default on the part of the parties of the first part in complying with any of such agreements, The New England Securities Company, for the reasons specified in preceding paragraphs may desire to pay (though it is not hereby obligated so to do) the amounts necessary to pay such taxes, assessments, general and special; or any penalty thereon; and/or to redeem from any sale therefore; said prior deed of trust in any action at law or in equity instituted for the purpose of assailing or defeating same as aforesaid, and

Whereas, in the event of any default aforesaid on the part of parties of the first part the said parties of the first part do hereby irrevocably authorize and empower said The New England Securities Company in its discretion to pay and / or advance any amounts for any of the purposes aforesaid, and parties of the first part herein irrevocably agree to at once and immediately repay to said-

This note having been paid in full, this mortgage is hereby cancelled, and the lien thereby created is discharged. Witness my hand this 27th day of March A. D. 1944
M. S. Gibson

M. S. Gibson
Notary Public