

The New England Securities Company any and all amounts, if any, which it may pay for such payment by The New England Securities Company until repayment to it.

Now, Therefore, if the said parties of the first part shall carry out and perform the agreements in said first and prior Mortgage and in this mortgage agreed upon; shall pay all interest coupons maturing on the indebtedness secured by said first mortgage; and shall pay all taxes, general and special; and any insurance premium to effect any insurance agreed upon in said prior Mortgage to be furnished, and when the same become due and before delinquency; or in case said New England Securities Company shall have advanced or paid any sum or sums for any of said purposes aforesaid; or shall have paid out any sum or sums to remove any statutory lien claim or to protect the title to the premises in said first mortgage and herein described, shall repay to The New England Securities Company all amounts, with interest as aforesaid, which shall be due and payable to The New England Securities Company hereunder then this obligation shall be null and void, and, in such event after the payment of such first mortgage indebtedness in full and the satisfaction thereof on record this second mortgage shall be released at the expense of the parties of the first part (which expense or release parties of the first part agree to pay).

Provided, However if any foreclosure decree be rendered under this mortgage and if parties of the first part, or either of them, or any party claiming under them, pay the indebtedness specified in such decree or redeem from the sale under such decree (if there could be or should be a redemption from such sale) or purchase at any sale under said decree, this mortgage shall not be exhausted or cancelled or terminated by such foreclosure proceeding, but shall thereafter continue and remain in full force and effect as to all payments which might thereafter be made by The New England Securities Company hereunder prior to payment in full and satisfaction of the first mortgage above mentioned.

And it is agreed by the parties hereto that upon the failure of said parties, their heirs or assigns to perform any of the agreements herein agreed to be performed, such as the payment of the interest on the principal indebtedness; the taxes, general or special, on the real estate herein and hereby conveyed; or the premium on insurance agreed to be furnished and assigned as set forth in said prior mortgage; or in case said The New England Securities Company shall advance and / or pay any such interest, taxes, or insurance premium; and parties of the first parties, their heirs or assigns shall fail to promptly repay to said Company any sum or sums so advanced and / or paid by it within twenty days after the payment of any such sum or sums; or in case any merchantable timber shall have been cut or removed from the premises hereby conveyed; or in case the security herein shall have been permitted to depreciate by waste, neglect or want of care in accordance with the terms of this mortgage; or upon the payment in full of the indebtedness secured by said mortgage; or upon the sale of said real estate to satisfy such prior indebtedness; or upon the failure on the part of said first party to perform any of the agreements made in said prior mortgage; or should any tax be imposed on this mortgage or on the indebtedness secured hereby, by or within the State of Kansas; then the whole amount of any sum or sums so paid and / or advanced by said The New England Securities Company shall become due and payable at once, and shall bear interest at the rate of ten per centum per annum from the date thereof; and to any judgment rendered thereon there may be added the amount of any coupons then delinquent, and all the sums so paid for insurance, taxes, assessments, and to release statutory 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 to the payment of the entire amount so found to be due.

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 therefrom, under the direction of the Court, without proof by 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 said second party, its successors or assigns, and the land and property conveyed in this mortgage shall be sold en masse (parties of the first part hereby irrevocably consenting thereto) unless party of the second part shall consent to a sale in parcels.

In the event of the invalidity of this mortgage as such in any respect, or for any reason whatsoever it is agreed that second party has reserves, and shall be entitled to all rights of subrogation that might in any event arise by reason of the payment, or partial payment, and discharge, or partial discharge of any prior lien or incumbrance.

In Witness Whereof, they have hereunto set their hands.

Signed in the presence of:

Chas. H. Lemon.  
Carrie M. Lemon.

State of Kansas  
County of Douglas ss;

Be It Remembered That on this 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. And the said—further declare—to be single and unmarried.

Witness my hand and official seal the day and year last above written.

L.S.  
My Commission expires:  
April 20, 1925. 19.

C.B. Holmes/  
Notary Public.

#### SECOND MORTGAGE.

From  
Charles H. Lemon et al  
To  
The New England Securities Co.,

State of Kansas Douglas County ss; This instrument was filed for record on the 25th day of October, 1924 at 12:15 PM

*Edw. E. Williams*  
Register of deeds  
By *Edw. E. Williams*

Charles H. Lemon and Carrie M. Lemon, his wife, of Douglas County, State of Kansas, first parties for the consideration of \$464.30 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 absolute 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 East half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section Sixteen (16). Also the West one-half of the Northeast 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 they warrant the title against the lawful claims of all persons whomsoever.

FRONT

*My Deed  
This is a copy of the original of the same in my hands  
by the county clerk of Douglas County, Kansas  
Dated this 10th day of January 1925.  
The New England Securities Company  
By *Edw. E. Williams**