MORTGAGE RECORD 67 DOD WORTH STATIONERY CO KANSAS CIT

In case of failure of said first 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 kortgage shall stand as security for all such suns. Should any tax be imposed on this mortgage or on the indebtedness secured hereby, by or within the State interest then accured, 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.

may elect. NOW TEREFORE, If the amount of said bond and courons be paid when due, and all the coven-ants and agreements of the first party contained herein be faithfully kept and performed then these presents shall be mull and void and this Mortgage shall be released at the encrease of the party making such payment. If, however, the said first party fails to pay may part of the amount of seid 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 any 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 understood and agreed hereby shall become due and collectible at once, at the option of the holder of said indabtedness, or any portion thereof and this mortgage may thereupon be forcelosed; and in such event 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 bond with such 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, assess-ments, insurance and to release or extinguish any statutory liens upon said premises, or to protect the title or possencion thereof, with interest thereon as provided herein, and all may be included in herety made to secure all such sums.

The judgment 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 sgreed by the first party that upon the institution of pro-ceedings to foreclose this Mortgage, the plaintiff therein shall be entitled to have a receiver appoin-ted 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 appra-isement, at the option of the said second party, its successors or asigns. IN WITNERS WHEREOF. The said first party have hereunto set their hands and seals the day and year first ebove written.

SIGNED IN THE PRESENCE OF

My commission expires Oct. 18, 1925.

GEO. T. GRIFFITH AND WIFE

THE NEW ENGLAND SECURITIES COMPANY.

George T. Griffith Lizzie E. Griffith

I. C. Stevenson

State of Kansas,

Douglas County,

Be It Remembered, that on the 14 day of March 1925, before me, a Notary Public in and for said County and State, came George T. Griffith and Lizzie E. Griffith, his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowldged the execution of the same.

SECOND MORTGAGE

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

L.S.

FROM

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State of Kansas, Douglas County, ss This instrument was filed for record this 16 day of March, A. D. 1925, at 10:05 o'clock A. M. (County) (County) Dea Elelenan

Notary Public.

Register of Deeds.

THIS INDENTURE, Made this 7th day of March 1925, by and between George T. Griffith and Liz-zie E. Griffith, 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, does hereby sell and convey to THE NEW ENGLAND SCURITIS COMPANY, second party, its successors or asigns, an indefeasible estate in fee simple absolute in and to the following described real estate in Dougles County, State of Kansas, together with all the rents, issues and profits which may arise or be had therefrom, to-wit. The South half of the Northcast quarter of section trenty six (26) Township thirteen (13)

South of Range nineteen (19) East. of the sixth principal meridian, containing SO acres, more or less, as shown by the United States Gov-ernment survey. And does hereby warrant the title against the lawful claims of all persons whomsoever. IT IS HEREIN 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 port, or its assigns, and shall not suffer waste, nor permit the buildings, fences, or improve-ments on said premises to depreciate by neglect or want of care.

MiLERAS, this second mortgage is made in connection with and subject to a prior first mortrage, of even due herewith, upon the property above described, in which prior mortgage all the par-ties are the same as herein, to secure payment of the principal sum of \$4000,000 therein referred to, with interest thereon as avidenced by a certain note of even date herewith for the principal sum of \$4000,000 due and payable on the first day of March 1932, unless somer declared due and payable in accordance with the terms thereof, with interest thereon from March 7th, 1925, at the rate of 5½ per Centum per annum payable semi annually, as evidenced by Fourteen interest coupons attached to said note

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